



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: August 18, 2010

Time: Closed Session 6:40 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

Randi Johl, City Clerk
Telephone: (209) 333-6702

6:55 p.m. Invocation/Call to Civic Responsibility. Invocations may be offered by any of the various religious and non-religious organizations within and around the City of Lodi. Invocations are voluntary offerings of private citizens, to and for the benefit of the Council. The views or beliefs expressed by the Invocation Speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the beliefs or views of any speaker.

***NOTE:** All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 24 hours prior to the meeting date.*

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Threatened Litigation: Government Code §54956.9(b); One Case; Potential Suit by Julie McDonnell against City of Lodi Based on Personal Injury

C-3 Adjourn to Closed Session

NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll call

B. Pledge of Allegiance

C. Presentations

- C-1 Presentation of Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting (CM)
- C-2 Presentation by Tree Lodi on the Status of the 2006 Centennial Cork Oak Trees (PR)

D. Consent Calendar (Reading; Comments by the Public; Council Action)

- D-1 Receive Register of Claims in the Amount of \$6,003,206.64 (FIN)
- D-2 Approve Minutes (CLK)
 - a) August 3, 2010 (Shirtsleeve Session)
 - b) August 10, 2010 (Shirtsleeve Session)
- D-3 Accept the Quarterly Investment Report as Required by Government Code Section 53646 and the City of Lodi Investment Policy (CM)
- D-4 Accept Quarterly Report of Purchases Between \$5,000 and \$20,000 (CM)
- D-5 Approve Plans and Specifications and Authorize Advertisement for Bids for Carnegie Forum Re-Roof Project (PW)
- D-6 Approve Plans and Specifications and Authorize Advertisement for Bids for Fire Station No. 2 Re-Roof Project (PW)

- D-7 Approve Plans and Specifications and Authorize Advertisement for Bids for State Route 99/Harney Lane Interim Improvement Project (PW)
- Res. D-8 Adopt Resolution Approving Standardization of Traffic Signal Controllers/Cabinets and Awarding Purchase of Controllers/Cabinets to Econolite Control Products, Inc., of Anaheim (\$31,000) (PW)
- Res. D-9 Adopt Resolution Authorizing Change Order with F & H Construction, Inc., of Stockton, for Emergency Repairs at Lodi Station Parking Structure and Appropriating Funds (\$21,043.27) (PW)
- Res. D-10 Adopt Resolution Authorizing the City Manager to Execute Contract Change Order with D. A. Wood Construction, Inc., of Empire, for Additional Asphalt Paving Removal and Replacement for Water Main Replacement Project No. 3 and Appropriating Funds (\$150,000) (PW)
- D-11 Accept Improvements Under Contract for Hale Park, 209 East Locust Street, and Blakely Park, 1050 South Stockton Street, Playground Surfacing Improvements (PW)
- Res. D-12 Adopt Resolution Approving Improvement Agreements for Public Improvements for Reynolds Ranch, Phase II, Offsite and Onsite Improvements and Approving No-Parking Zones on All of Reynolds Ranch Parkway and Harney Lane from Stockton Street to Reynolds Ranch Parkway (PW)
- Res. D-13 Adopt Resolution Approving Amendments to the San Joaquin Council of Governments Joint Powers Agreement (CM)
- Res. D-14 Adopt Resolution Authorizing the City Manager to Submit a Joint Application with Eden Housing, Inc. to the State of California Department of Housing and Community Development for HOME Investment Partnerships Program Funding; and if Selected, the Execution of a Standard Agreement, any Amendments Thereto, and any Related Documents Necessary to Participate in the HOME Investment Partnerships Program (CD)
- Res. D-15 Adopt Resolution Acknowledging Lodi Nut Company's Permitted Industrial Use at 1206, 1218, and 1230 South Fairmont Avenue (CM)
- Res. D-16 Adopt Resolution Approving Participation with the San Joaquin Valley Partner Cities in the Smart Valley Places Compact (CD)
- D-17 Authorize the Mayor, on Behalf of the City Council, to Send a Letter of Opposition to AB 602 (Feuer), Land Use – Cause of Actions and Time Limitations (CM)
- D-18 Set Public Hearing for October 6, 2010, to Receive Comments On and Consider Accepting the City of Lodi's Report on Water Quality Relative to Public Health Goals (PW)

E. Comments by the Public on Non-Agenda Items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

F. Comments by the City Council Members on Non-Agenda Items

G. Comments by the City Manager on Non-Agenda Items

H. Public Hearings

- Res. H-1 Public Hearing to Consider the Certification of the Final Mitigated Negative Declaration for the Harney Lane Interim Improvements Project (CD)

NOTE: This item is a quasi-judicial hearing and requires disclosure of ex parte communications as set forth in Resolution No. 2006-31

I. Communications

- I-1 Appointment to the Lodi Planning Commission (CLK)
- I-2 Post for Vacancies on the Lodi Arts Commission and the Lodi Budget/Finance Committee (CLK)

J. Regular Calendar

- J-1 Consider Request for Fee Payment Agreement for 1222 Pixley Parkway (G & B Development, LLC) (PW)

K. Ordinances – None

L. Adjournment

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Presentation of Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting

MEETING DATE: August 18, 2010

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Mayor Katzakian present Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting.

BACKGROUND INFORMATION: The City of Lodi has been awarded the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada.

The award represents a significant achievement by the government and its management. It reflects the commitment of the governing body and staff to meeting the highest principles of financial reporting. The award program was instituted to encourage all government units to prepare and publish an easily readable and understandable Comprehensive Annual Financial Report covering all funds and financial transactions of the government during the fiscal year. In order to receive the award, the entity had to satisfy nationally recognized guidelines for effective presentation of financial information.

When a Certificate of Achievement for Excellence in Financial Reporting Award is granted to an entity, a Certificate of Recognition is also presented to the individuals designated as being primarily responsible for its having achieved the award. This Certificate of Recognition is being presented to:

Ruby R. Paiste, Financial Services Manager
Cory Wadlow, Supervising Accountant
Lourdes "Odette" Bondoc, Accountant II

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not Applicable.

Jordan Ayers
Deputy City Manager

JA/ja

APPROVED: _____
Konradt Bartlam, Interim City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Presentation by Tree Lodi on the Status of the 2006 Centennial Cork Oak Trees

MEETING DATE: August 18, 2010

PREPARED BY: Steve Dutra, Park Superintendent

RECOMMENDED ACTION: Presentation by Tree Lodi on the status of the 2006 Centennial cork oak trees.

BACKGROUND INFORMATION: As part of the City of Lodi's Centennial celebration in 2006, the City, Tree Lodi, and a number of community volunteers undertook a project to plant 100 trees donated by citizens in parks around the City. During the year-long project, 93 cork oak trees were planted in Hale, Lawrence, Salas, Beckman, English Oaks, Kofu, Vinewood, Henry Graves and Lodi Lake parks. In addition, seven valley oak trees were transplanted on the north side of Lodi Lake.

As part of its commitment to the Centennial oak project, Tree Lodi carried on stewardship of the 100 oak trees over the course of the next three years. At the conclusion of this three year period, a survey was completed which found that although most of the trees were maturing nicely, a number had to be replaced for several reasons.

In February 2010, Tree Lodi committed \$1,000 to this replanting effort. Members and community volunteers planted 30 cork oak trees in the aforementioned parks in order to bring the total Centennial oak project back up to 100 trees. Tree Lodi has now completed its specific stewardship of the trees and is pleased to turn the care and maintenance of the hundred Centennial oak trees back to the City of Lodi.

Tree Lodi thanks the Lodi City Council for their foresight and vision for the urban forest of the community as demonstrated by the Centennial oak project. Maintaining and planting of Lodi's urban forest is an ongoing and rewarding endeavor. Tree Lodi is pleased to play a part in spearheading this effort.

FISCAL IMPACT: None

FUNDING AVAILABLE: None

James M. Rodems
Interim Parks and Recreation Director

JMR\SD:tl

APPROVED: _____
Konradt Bartlam, Interim City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Register of Claims through July 29, 2010 in the Total Amount of \$6,003,206.64

MEETING DATE: August 18, 2010

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$6,003,206.64.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$6,003,206.64 through 07/29/10. Also attached is Payroll in the amount of \$1,276,525.55.

FISCAL IMPACT: n/a

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Konradt Bartlam, Interim City Manager

As of Thursday	Fund	Name	Amount
07/29/10	00100	General Fund	1,382,641.79
	00123	Info Systems Replacement Fund	722.00
	00160	Electric Utility Fund	3,233,464.29
	00161	Utility Outlay Reserve Fund	8,583.91
	00164	Public Benefits Fund	9,118.58
	00167	Energy Efficiency & CBGP-ARRA	3,309.00
	00170	Waste Water Utility Fund	18,055.33
	00171	Waste Wtr Util-Capital Outlay	8,050.00
	00172	Waste Water Capital Reserve	11,971.55
	00180	Water Utility Fund	3,527.96
	00181	Water Utility-Capital Outlay	58,738.41-
	00182	IMF Water Facilities	250.86
	00210	Library Fund	3,692.73
	00260	Internal Service/Equip Maint	25,522.02
	00270	Employee Benefits	54,813.63
	00300	General Liabilities	53,335.92
	00310	Worker's Comp Insurance	40,345.68
	00321	Gas Tax	10,366.14
	00325	Measure K Funds	304,515.63
	00331	Federal - Streets	353,916.19
	00337	Traffic Congestion Relf-AB2928	33,685.22
	00340	Comm Dev Special Rev Fund	2,384.13
	00345	Community Center	6,280.01
	00346	Recreation Fund	10,129.65
	00459	H U D	78,950.07
	00510	SJ MultiSpecies Habitat Conser	484.50
	00550	SJC Facilities Fees-Future Dev	3,082.07
	01212	Parks & Rec Capital	22,849.19
	01217	IMF Parks & Rec Facilities	14.31
	01218	IMF General Facilities-Adm	1,825.13
	01250	Dial-a-Ride/Transportation	316,891.47
	01410	Expendable Trust	12,279.25
Sum			5,956,319.80
	00184	Water PCE-TCE-Settlements	1,540.00
	00190	Central Plume	45,346.84
Sum			46,886.84
Total Sum			6,003,206.64

Council Report for Payroll

Page - 1
Date - 08/02/10

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	07/11/10	00100	General Fund	749,100.44
		00160	Electric Utility Fund	157,248.43
		00164	Public Benefits Fund	5,354.43
		00170	Waste Water Utility Fund	95,176.45
		00180	Water Utility Fund	984.78
		00210	Library Fund	30,239.55
		00235	LPD-Public Safety Prog AB 1913	2,944.85
		00260	Internal Service/Equip Maint	21,727.95
		00321	Gas Tax	40,407.22
		00340	Comm Dev Special Rev Fund	22,377.74
		00345	Community Center	26,297.99
		00346	Recreation Fund	71,912.92
		01250	Dial-a-Ride/Transportation	6,948.46
Pay Period Total:				
Sum				1,230,721.21
Retiree	08/31/10	00100	General Fund	45,804.34
Pay Period Total:				
Sum				45,804.34



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) August 3, 2010 (Shirtsleeve Session)
b) August 10, 2010 (Shirtsleeve Session)

MEETING DATE: August 18, 2010

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) August 3, 2010 (Shirtsleeve Session)
b) August 10, 2010 (Shirtsleeve Session)

BACKGROUND INFORMATION: Attached are copies of the subject minutes marked Exhibit A through B.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

Attachments

APPROVED: _____
Konradt Bartlam, Interim City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, AUGUST 3, 2010**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, August 3, 2010, commencing at 7:01 a.m.

Present: Council Member Hansen, Council Member Johnson, Mayor Pro Tempore Hitchcock, and Mayor Katzakian

Absent: Council Member Mounce

Also Present: Interim City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Topic(s)

B-1 Receive Presentation from San Joaquin County Human Services Agency Staff Regarding Weatherization Program (CD)

Interim City Manager Rad Bartlam provided a brief introduction into the subject matter of the County weatherization program.

San Joaquin County Human Services Agency representative Cynthia Snyder provided a presentation regarding the San Joaquin County weatherization program. Specific topics of discussion included the history of the program, federal stimulus monies received by the County for the program, types of weatherization that can be performed to make homes more efficient, low income eligibility, application process, average savings per year, public outreach through cities, and general energy savings tips.

In response to Council Member Hansen, Ms. Snyder stated the target number for homes is based on other County agency numbers received throughout the State and the cap is \$3,500 per home with a waiver for the furnace.

In response to Council Member Hansen, Ms. Snyder stated statistics show the greatest participation in the program comes from elderly home owners rather than rentals.

In response to Council Member Hansen, Ms. Snyder stated there is an ebb and flow to the program in that there was a waiting list in the beginning and now staff is waiting for calls from potential participants.

In response to Council Member Hansen, Ms. Snyder stated this weatherization program is specific to the federal American Recovery and Reinvestment Act (ARRA) stimulus funds and there are other similar County programs that run throughout the year.

In response to Council Member Hansen, Ms. Snyder stated the "Help with the Energy Bill" program is through the County and continues to run separately from the ARRA funded program.

In response to Council Member Hansen, Ms. Snyder stated the program in itself is not creating a lot of jobs and that is also due to the County hiring freeze. She stated that the program funding includes the salaries of the part-time employees administering the program.

In response to Council Member Hansen, Ms. Snyder stated there are approximately 700 individuals employed with the County Human Services Department with state and federal

funding.

In response to Council Member Johnson, Neighborhood Services Manager Joseph Wood stated he will be taking the program information to Code Enforcement and Community Improvement to help identify potential participants.

In response to Council Member Hansen, Ms. Snyder stated the program works on a first come first serve basis throughout cities in the County and there is no proportionate divide at the current time.

In response to Council Member Johnson, Mr. Wood stated there may be some tie in of the subject program with the Public Benefit Program offered by Electric Utility and he will work with Rob Lechner, Manager of Customer Services and Programs, on the same.

In response to Mayor Pro Tempore Hitchcock, Ms. Snyder stated the contractors are hired for the program based on a bidding process and the three contractors include Comfort Air, Homeburg Construction, and Western Installation, all of which were viable businesses prior to the bidding process.

In response to Myrna Wetzel, Ms. Snyder stated the program is open to those with reverse mortgages and is based on income only.

In response to Myrna Wetzel, Ms. Snyder stated the program offers improvements only for the interior of homes and not the exteriors including fencing.

In response to Mayor Katzakian, Ms. Snyder confirmed there is no charge for the program and all costs are covered for participants.

In response to Mayor Pro Tempore Hitchcock, Ms. Snyder stated currently the average amount put into a home is \$900 and that will likely increase to \$1,500.

In response to Council Member Hansen, Ms. Snyder stated the program will allow for the purchase of a microwave even if the resident does not currently have one, but a stove and refrigerator must be existing for replacement.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:25 a.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, AUGUST 10, 2010**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, August 10, 2010, commencing at 7:00 a.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Hitchcock, and Mayor Katzakian

Absent: None

Also Present: Interim City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Topic(s)

B-1 Lodi Unified School District/City of Lodi Parks and Recreation Ten-Year Joint Use Agreement (PR)

Interim City Manager Rad Bartlam briefly introduced the subject matter of the draft joint use agreement between the City of Lodi and Lodi Unified School District (LUSD).

Interim Parks and Recreation Director Jim Rodems provided a brief presentation regarding the draft joint use agreement between the City of Lodi and LUSD. Specific topics of discussion included the term of the agreement, changes in the current draft agreement, mutual credit increases from \$20,000 to \$30,000, processing of use requests, Grape Bowl and Tokay Pool usage, indemnification language, and additional venues.

Mayor Pro Tempore Hitchcock requested that a red-lined version of the proposed draft agreement be provided to the City Council illustrating the changes from the original agreement.

In response to Council Member Mounce, Mr. Rodems stated the Grape Bowl and Tokay Pool remain in the proposed joint use agreement for number balance purposes.

In response to Council Member Hansen, Mr. Rodems stated the proposed agreement is designed to be revenue neutral for both sides.

In response to Council Member Hansen, Mr. Rodems stated the amount went up from \$20,000 to \$30,000 because the rates and costs went up for both sides.

In response to Council Member Hansen, Mr. Rodems stated both entities will receive a credit of \$30,000, each use will be charged against that amount, and at the end of the year if one or both sides goes over that amount they will write a check for the difference.

In response to Mayor Pro Tempore Hitchcock, Mr. Rodems stated the estimated City usage for last year was \$16,000.

In response to Council Member Mounce, Mr. Rodems stated there is no balance that carries over from year to year for either side.

In response to Mayor Pro Tempore Hitchcock, Mr. Rodems stated the accounting of usage has been fairly loose over the years and neither side has firmly adhered to the agreement.

In response to Council Member Mounce, Mr. Bartlam stated the Tokay Pool being included in the agreement is now making it more fair on usage for the City since the Grape Bowl is also in the agreement.

In response to Council Member Johnson, Mr. Rodems stated staff would like to be able to use the Tokay Pool for public use over the summer and possibly generate revenue for recreation.

In response to Mayor Pro Tempore Hitchcock, Mr. Rodems stated another proposed change in the agreement is the maintenance costs associated with the Tokay Pool.

In response to Council Member Johnson, Mr. Rodems stated the bouncing of City usage for other usage and the facility not being open in a timely manner have been fairly common problems although it is getting better.

In response to Council Member Johnson, Mr. Rodems stated maintenance was left in the agreement as a chargeable cost and what is assigned to the facility is what is charged out accordingly.

In response to Mayor Katzakian, Mr. Rodems stated there have been quite a few times when City usage has been rescheduled and rooms have been reassigned.

In response to Council Member Johnson, Mr. Rodems stated the net result of inaction on either side should be addressed by the like facilities provision and the central point of contact being the LUSD Facilities Department with the final say. Mr. Bartlam stated penalty provisions other than credit and a unilateral cancellation provision could be included in the agreement as well.

In response to Council Member Mounce, Mr. Schwabauer stated other entities that use the facilities include the Boys and Girls Club, YMCA, and other similar non-profit organizations running similar programs.

In response to Council Member Mounce, Mr. Rodems stated there is no cap for Grape Bowl usage other than the \$30,000 and the day use for the facility is approximately \$1,200 per day.

In response to Council Member Mounce, Mr. Rodems stated staff has gone through a tabletop exercise for Tokay Pool use by the community and would need to evaluate the proper program fee for operating and maintenance purposes.

In response to Council Member Johnson, Mr. Rodems stated the LUSD is continuing to use Zupo Field at an increasing rate, the issue is the main cap, the field is not a practice facility, and there is talk about using Kofu Park as well.

Mayor Pro Tempore Hitchcock requested the usage costs for the City and the School District from last year.

In response to Council Member Hansen, Mr. Rodems stated where the City has really dropped the ball with respect to the current agreement is in accounting for and tracking usage.

In response to Mayor Pro Tempore Hitchcock, Mr. Schwabauer stated the City cannot indemnify against an intentional tort but can transfer risk for negligence. Mr. Schwabauer also provided an overview of the different indemnification clauses, defect scenarios, and liability transfers for users and owners of facilities.

In response to Mayor Katzakian, Mr. Rodems stated the Grape Bowl now has an hourly use fee including staffing for an hour before and after the use.

In response to Mayor Katzakian, Mr. Rodems stated the accounting was previously known annually and the new contract requires a quarterly accounting with monthly reports.

In response to Council Member Johnson, Mr. Rodems stated the School District bills by minimums depending upon the use for two and three hour increments.

In response to Council Member Hansen, Mr. Bartlam stated the item is tentatively scheduled to be brought back to Council at the August 18 Council meeting although it may be pulled if it is not ready at that time.

Myrna Wetzel spoke in support of having an enforcement mechanism in the agreement so that the children can rely on the adults to produce the facility use needed.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:00 a.m.

ATTEST:

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Accept the Quarterly Investment Report as Required by Government Code Section 53646 and the City of Lodi Investment Policy

MEETING DATE: August 18, 2010

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Accept the quarterly report of the City of Lodi pooled money investments as required by Government Code Section 53646 and the City of Lodi Investment Policy.

BACKGROUND INFORMATION: Government Code Section 53646 and the City of Lodi Investment Policy require that local agency treasurers submit a quarterly report on investments to the legislative body of the local agency.

The total of all invested funds as of the quarter ending June 30, 2010 is \$78,287,171.72.

The average annualized return on all invested funds over the quarter has been 0.56%

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Jordan Ayers
Treasurer/Deputy City Manager

Attachment

APPROVED: _____
Konradt Bartlam, Interim City Manager



**CITY OF LODI
INTERNAL SERVICES DEPARTMENT
BUDGET DIVISION**

June 30, 2010 INVESTMENT STATEMENT

Local Agency Investment Funds *	73.2% of Portfolio	
Average interest earnings as of 06-30-10	0.56%	
LODI	Local Agency Inv Fund (LODI)	33,250,511.49
LPIC	Local Agency Inv Fund (LPIC)	24,064,640.84
	Subtotal LAIF	57,315,152.33
 Certificates of Deposit	 0.6% of Portfolio	
matures 03/08/2011	Bank of Ag. & Comm. (cost) 1.21% int.	250,000.00
matures 03/03/2011	UMPQUA Bank (cost) 1.26% int.	250,000.00
	Subtotal CD	500,000.00
 Passbook/Checking Accounts	 26.2% of Portfolio	
Farmers & Merchants	demand account - no interest earnings	**3,723,203.82
Farmers & Merchants - Money Mkt.	0.57% interest earnings	8,685,792.34
Farmers & Merchants - Payroll	demand account - no interest earnings	135,599.61
Farmers & Merchants - Central Plume	demand account - no interest earnings	8,843.51
Farmers & Merchants - CP Money Mkt.	0.57% interest earnings	7,918,580.11
	Subtotal P/C Accts	20,472,019.39
	TOTAL	\$78,287,171.72

Based on the approved budget and to the extent the budget is adhered to, liquidity is available, and the City will be able to meet its expenditure requirements for the next six months. This portfolio is in compliance with the City of Lodi Investment Policy.

Kirk J Evans
Management Analyst

July 26, 2010
Date

* In accordance with the terms of the Local Agency Investment Fund, invested funds may be utilized on the same day if transaction is initiated before 10:00 a.m.

** This amount is a compensating balance required to obtain an earnings credit rate.



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Accept Quarterly Report of Purchases Between \$5,000 and \$20,000

MEETING DATE: August 18, 2010

PREPARED BY: Purchasing Technician

RECOMMENDED ACTION: Accept quarterly report of purchases between \$5,000 and \$20,000.

BACKGROUND INFORMATION: During the second calendar quarter of 2010, the following purchases were awarded. Background information for each purchase is attached as Exhibits A through N.

Exh	Date	Contractor	Project	Award Amt.
A	4/5/10	Staples Technology	Toners	\$13,578.62
B	4/15/10	Keystone Ridge Designs Inc.	East Lodi Avenue Street Furnishings	\$9,308.42
C	4/26/10	All-Phase Electric Supply Co.	Electric Inventory	\$6,965.44
D	4/15/10	Western Pacific Signal LLC	Microwave Vehicle Motion & Presence Sensor	\$5,225.25
E	4/19/10	Jensen Precast	Electric Inventory	\$17,231.44
F	4/19/10	Ferguson Enterprises Inc.	Water Inventory	\$8,675.57
G	5/4/10	Stephens McCarthy & Landcaster	Electric Inventory	\$10,802.66
H	5/13/10	Vision Technology Design & Mfg. Inc.	W/WW Div. Mini Sewer Lateral Camera	\$6,957.83
I	5/21/10	VMI Broadcast & Professional Video	Cable TV Peg Equipment	\$12,368.21
J	5/21/10	Vitale Electric	Grape Bowl Sports Lighting Wiring Replacement	\$11,268.00
K	5/24/10	Allied Machine & Welding Inc.	Grape Bowl Sports Lighting Wiring Replacement	\$11,520.95
L	5/24/10	Y & C Transportation Consultants Inc.	Lodi Avenue Signal Re-Timing	\$7,000.00
M	6/18/10	Ingersoll Rand Technologies	White Slough Security Gate	\$9,127.42
N	6/28/10	The Acorn Group Inc.	Lodi Lake Mokelumne River Watershed Interpretive Panels	\$19,988.09

FISCAL IMPACT: Varies by project. All purchases were budgeted in the 2009-2010 Financial Plan.

FUNDING: Funding as indicated on exhibits.

Jordan Ayers, Deputy City Manager

JA/sm

Attachments

APPROVED: _____
Konradt Bartlam, Interim City Manager

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Toner
DEPARTMENT: Various Departments
CONTRACTOR Staples Technology
AWARD AMOUNT: \$13,578.62
DATE OF RECOMMENDATION: April 5, 2010

BIDS OR PROPOSALS RECEIVED:

Staples Technology
Office Depot
OfficeMax

\$13,578.62
unable to bid on all items
unable to bid on all items

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This is a routine purchase for toners for various departments.

FUNDING: Multiple Accounts

Prepared by: Sherry R. Moroz

Title: Purchasing Technician

Reviewed by: 

EXHIBIT B

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: East Lodi Avenue Street Furnishings
DEPARTMENT: PUBLIC WORKS, STREETS & DRAINAGE
CONTRACTOR Keystone Ridge Designs
AWARD AMOUNT: \$9,308.42
DATE OF RECOMMENDATION: April 8, 2010

BIDS OR PROPOSALS RECEIVED:
Keystone Ridge Designs (sole supplier) \$9,308.42

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

These items are part of the East Lodi Avenue street improvements design but are not part of the construction contract. The funding for this purchase will come from Measure K grant and Proposition 42.

FUNDING: Split between Measure K - 325034, and Prop. 42 - 337010.

Prepared by: Curtis Juran

Title: Streets & Drainage Superintendent

Reviewed by: 

Purchase Order No. 19433

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: EUD
CONTRACTOR All-Phase Electric Supply
AWARD AMOUNT: \$6,965.44
DATE OF RECOMMENDATION: April 09, 2010

BIDS OR PROPOSALS RECEIVED:
All-Phase Electric Supply \$6,965.44

"NO BID" or NO RESPONSE RECEIVED:

GEXPRO
Rexel
General Pacific
Kortick Mfg
Platt Electric Supply
WESCO Distribution
HD Supply Benicia
HD Supply Portland
One Source Distribution

BACKGROUND INFORMATION & BASIS FOR AWARD:

These items are for the Electric Inventory. They will be used in both new construction and replacement of damaged boxes. The responsible low bidder was All-Phase Electric Supply

FUNDING: 160.1496

Prepared by: Randy Lipelt

Title: Buyer

Reviewed
by:

 - 4/9/10

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: MICROWAVE VEHICLE MOTION & PRESENCE SENSOR
DEPARTMENT: PUBLIC WORKS, STREETS & DRAINAGE
CONTRACTOR WESTERN PACIFIC SIGNAL, LLC
AWARD AMOUNT: \$5,225.25
DATE OF RECOMMENDATION: APRIL 15, 2010

BIDS OR PROPOSALS RECEIVED:
Western Pacific Signal, LLC, (sole supplier) \$5,225.25

“NO BID” or NO RESPONSE RECEIVED:
Sole supplier

BACKGROUND INFORMATION & BASIS FOR AWARD:

This is a sole supplier for a new type of vehicle motion and presence tracking sensor for controlling traffic signals. This is new technology and has only been installed in a few Cities in California. The advantages of this new technology are: non invasive, the pavement doesn't have to cut for loops, this type of detector is not affected by weather or poor pavement quality. Streets has been trying to find detectors that are not installed in the pavement because of the damage caused to the wire by construction and maintenance actions that require any type of excavation to the pavement.

FUNDING: Streets & Drainage Fund, Traffic Signal Maintenance 325051.7706

Prepared by: Curtis Juran

Title: Streets & Drainage Superintendent

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: Electric
CONTRACTOR Jensen Precast
AWARD AMOUNT: \$17,231.44
DATE OF RECOMMENDATION: April 19, 2010

BIDS OR PROPOSALS RECEIVED:

Jensen Precast

\$17,231.44

"NO BID" or NO RESPONSE RECEIVED:

Utility Vault Company (see attached letter)

BACKGROUND INFORMATION & BASIS FOR AWARD:

The lids will be used to replace existing lids that are damaged in the field. The adapter plates are used to convert our current vaults to a module enclosure. This will get the electrical parts out of the water/mud filled vaults. Jensen Precast is the low responsible bidder.

FUNDING: 160.1496

Prepared by: Randy Lipelt

Title: Buyer

Reviewed
by:



Purchase Order No.: 19449



UTILITY VAULT™

a division of Oldcastle Products, Inc.

www.oldcastleprecast.com

Randy
City of Lodi
P.O. Box 3006
Lodi, CA 95241

As our phone conversation, Utility Vault will not supply a cover that will possibly go on another manufacturers vault or box. The reason for this has to do with liability. If another manufacturers vault happens to fail do to faulty engineering. Utility Vault would end up being involved in a lawsuit over their product defect. We price our vaults and covers as a package to protect the interest of ourselves and our customers. Therefore, we would be happy now, or in the future to quote product packages on new projects, or replacement product for Utility Vault products currently in the field. We will not however, be able to parcel out product on package price quotes. How we price is considered proprietary information. If you have questions or comments, please don't hesitate to call me at 925-383-9615.

Thank you,

Chad Crocker

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Water Inventory
DEPARTMENT: Public Works
CONTRACTOR Ferguson Enterprises
AWARD AMOUNT: \$8,675.57
DATE OF RECOMMENDATION: April 19, 2010

BIDS OR PROPOSALS RECEIVED:

Ferguson Enterprises	\$8,675.57
Groeniger	\$11,545.66
Corix Water Products	\$10,559.14
Pace Supply	\$10,455.27

"NO BID" or NO RESPONSE RECEIVED:

Center State Pipe

BACKGROUND INFORMATION & BASIS FOR AWARD:

These items are for the Water Inventory. A large amount of the Water Inventory had to be replaced because the parts contained lead. California passed a law that said as of January 2010, all new parts for a domestic water system could not contain any lead parts.

FUNDING: 180.1496

Prepared by: Randy Lipelt

Title: Buyer

Reviewed
by:



RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: EUD
CONTRACTOR Stephens McCarthy & Landcaster
AWARD AMOUNT: \$10,802.66
DATE OF RECOMMENDATION: May 4, 2010

BIDS OR PROPOSALS RECEIVED:

Stephens McCarthy & Landcaster	\$10,802.66
HD Supply Benicia	\$12,428.03

"NO BID" or NO RESPONSE RECEIVED:

Intraline Inc
HD Supply-Portland
WESCO
GEXPRO
GENERAL PACIFIC
One Source Distribution

BACKGROUND INFORMATION & BASIS FOR AWARD:

These items are for the Electric Inventory. These items will be used in both new construction and replacement of damaged equipment. The responsible low bidder was Stephens McCarthy & Landcaster.

FUNDING: 160.1496

Prepared by: Randy Lipelt

Title: Buyer

Reviewed
by:


8/10

Purchase Order No.: 19498

REQUEST FOR CONTRACT AWARD

PROJECT NAME: Water/Wastewater Division Mini Sewer Lateral Camera
DEPARTMENT: Public Works-Water/Wastewater Division
CONTRACTOR Vision Technology Design & Manufacturing
AWARD AMOUNT: \$6957.83
DATE OF RECOMMENDATION: May 13, 2010

BIDS OR PROPOSALS RECEIVED:

Vision Technology Design & Manufacturing	\$6,957.83
3T Equipment Company, Inc.	\$6,999.56
Ferguson Enterprises, Inc.	\$7,777.05
Municipal Maintenance Equipment	\$8,500.99

"NO BID" or NO RESPONSE RECEIVED:

N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

The Water/Wastewater Division purchased two existing Mini Sewer Lateral Cameras over twelve years ago. The newest camera is no longer working and is not worth fixing due to its outdated technology. The oldest camera is still operable, but has no recording capability. Vision Technology Design & Manufacturing presented the lowest bid. Vision Technology Design & Manufacturing's Mini Sewer Lateral Camera has USB recording output, on-screen footage display and built-in transmitter for line locating, which is compatible with a Locator the Water/Wastewater Division previously purchased. Vision Technology Design & Manufacturing is also located locally. Staff's recommendation is to go with Vision Technology & Manufacturing.

FUNDING:170401.7359Prepared by: Charles E. Swimley, Jr.Title: Deputy Public Works Director-UtilitiesReviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: CABLE TV PEG EQUIPMENT
DEPARTMENT: ISD
CONTRACTOR VMI BROADCAST AND PROFESSIONAL VIDEO
AWARD AMOUNT: 12,368.21
DATE OF RECOMMENDATION: 5/21/2010

BIDS OR PROPOSALS RECEIVED:

VMI	12,368.21
SNADER AND ASSOCIATES	12,372.91
ATV	13,506.90

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

City Council authorized the expenditure of up to \$15,000 in PEG fee funds for the purchase of equipment that will facilitate broadcasting local programming over ATT UVERSE, Comcast local channel 26 and Granicus, and to automate program scheduling.

FUNDING: 100246

Prepared by: Steve Mann

Title: IS Manager

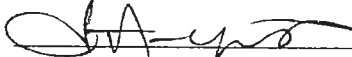
Reviewed by: 

EXHIBIT J

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Grape Bowl Sports Lighting Wiring Replacement
DEPARTMENT: Parks and Recreation
CONTRACTOR Vitale Electric
AWARD AMOUNT: \$11, 268.00
DATE OF RECOMMENDATION: May 21, 2010

BIDS OR PROPOSALS RECEIVED:
Vitale Electric \$11,268.00

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Musco Lighting Company had recently completed the installation of a new sports lighting system at the Grape Bowl. Just days before the new system would be needed for high school graduations; someone removed all of the light tower conductors rendering the lighting system unusable. With the permission of the Parks and Recreation Director, City Attorney and Deputy City Manager, Vitale was contracted to install new conductors under emergency needs.

FUNDING: General Fund - Sports Facility account 107521

Prepared by: Steve Dutra

Title: Parks Superintendent

Reviewed by: 

EXHIBIT K

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Grape Bowl Sports Lighting Wiring Replacement
DEPARTMENT: Parks and Recreation
CONTRACTOR Allied Machine and Welding Inc
AWARD AMOUNT: \$11,520.95
DATE OF RECOMMENDATION: May 24, 2010

BIDS OR PROPOSALS RECEIVED:
Allied Machine and Welding Inc. \$11,520.95

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Musco Lighting Company had recently completed the installation of a new sports lighting system at the Grape Bowl. Just days before the new system would be needed for high school graduations; someone removed all of the light tower conductors rendering the lighting system unusable. Immediately following the installation of new conductors by Vitale Electric, Allied Machine and Welding was contracted to fabricate and install vault covers. With the installation of the new vault covers access to the conductors will be very difficult.

FUNDING: General Fund - Sports Facility account 107521

Prepared by: Steve Dutra

Title: Parks Superintendent

Reviewed by: Tom Rely

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Proposal for Lodi Avenue signal Re-Timing
DEPARTMENT: Public Works Department
CONTRACTOR Y&C Transportation Consultants Inc.
AWARD AMOUNT: \$7,000
DATE OF RECOMMENDATION: May 24, 2010

BIDS OR PROPOSALS RECEIVED:
Y & C Transportation Consultants, Inc. \$7,000

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Y & C Transportation Consultants, Inc. provided the original analysis to determine the signal timing for the coordinated interconnect system on Lodi Avenue. Given their experience with the project, we recommend using Y & C Transportation Consultants, Inc. to provide the most cost effective analysis.

FUNDING: TDA Streets and Roads (329007.7720)

Prepared by: Paula Fernandez *POF*

Title: Transportation Mgr./ Senior Traffic Engineer

Reviewed by: *Wally Sanchez*

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: White Slough Security Gate
DEPARTMENT: Public Works
CONTRACTOR Ingersoll Rand Technologies
AWARD AMOUNT: \$9,127.42
DATE OF RECOMMENDATION: June 18, 2010

BIDS OR PROPOSALS RECEIVED:
Ingersoll Rand Technologies \$9,127.42

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This project involves augmenting an existing security gate controller at White Slough. The current unit does not work properly due to the distance between the gate operator and the control unit in the Operations building. Additionally the new system will be tied to the City's network for the access security systems to improve functionality of the unit. No other bids were pursued as Ingersoll Rand was the supplier of other City systems and is familiar with our process.

FUNDING: 172029.1836.1800

Prepared by: Del Kerlin 

Title: Wastewater Treatment Supt.

Reviewed by: 

REQUEST FOR CONTRACT AWARD-

PROJECT NAME: Lodi Lake- Mokelumne River Watershed Interpretive Panels
DEPARTMENT: Public Works
CONTRACTOR: The Acorn Group, Inc., Tustin, CA
AWARD AMOUNT: Option B- \$19,988.09
DATE OF RECOMMENDATION: June 21, 2010

BIDS OR PROPOSALS RECEIVED:

	Option A (Not Selected)	Option B (Selected)
1. The Acorn Group, Inc., Tustin, CA-	\$ 19,389.12	\$ 19,988.09
2. Great Exhibits, Sacramento, CA	*	*
3. S2 Associates, Napa, CA	*	*

* Denotes unopened, sealed bid was returned to bidder.

"NO BID" or NO RESPONSE RECEIVED:

None

BACKGROUND INFORMATION & BASIS FOR AWARD:

The City of Lodi recently requested proposals to design and manufacture educational interpretive panels to be used outdoors at Lodi Lake. The panels will address a variety of issues including watershed awareness, riparian restoration and enhancement, and wildlife habitat. The education and outreach on these important issues will benefit both the City's stormwater program and the surface water treatment plant that is scheduled to be online in 2012.

Consultant procurement was based on the professional services selection process. The Acorn Group, Inc. was chosen because of their responsiveness, understanding of the Mokelumne River Watershed and reputation with other agencies having done similar work. Sealed bids from the two firms not chosen were returned unopened.

The CALFED Grant, Agreement #4600007913, is due to expire in late Fall, 2010. This project will complete Task 3.3, "Lodi Lake Interpretive Panels". The CALFED Watershed Grant provides a 1:1 funding match, therefore, the City expects to be reimbursed in full as City staff time, services, and supplies satisfy the necessary match requirements.

FUNDING:

Prepared by: Kathy Grant

Title: Watershed Education
Coordinator

Reviewed by: Charles E. Swimley, Jr. 
Deputy Public Works Director-Utilities

Purchase Order No.



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Carnegie Forum Re-Roof Project

MEETING DATE: August 18, 2010

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for the Carnegie Forum Re-Roof Project.

BACKGROUND INFORMATION: The Carnegie Forum was remodeled in 1989 and is a masonry structure that was originally the Carnegie Library. The existing 21-year-old roof is approximately 4,990 square feet of multi-ply built-up roof with glass felts and asphalt interply bitumen. It has been patched repeatedly but continues to leak.

This project consists of installing a new thermoplastic single-ply roofing system over the existing built-up roof. Re-roofing the Carnegie Forum will result in a more energy-efficient roof, eliminate the damage caused by leaks, and allow for permanent repairs to damaged drywall below.

The original plan was to re-roof the building using a similar built-up roof system. It was determined that the existing roof contained asbestos material that requires special handling or encapsulation. After checking with local roofing contractors, staff recommends that a single-ply roof be installed that can be applied over the existing roof. The single-ply roof construction is similar to other recently-installed roofs at the Police Station and the Finance Department. The estimated construction cost of the single-ply roof is \$48,000. The roof is expected to last 25 to 30 years and includes a 20-year warranty.

Funding for this project was appropriated in the FY 10/11 budget as part of the "one time" sales tax proceeds from the Lodi Energy Center project. The budgeted amount was \$20,000 and, depending upon the bid results, this project may require \$28,000 of the \$83,500 contingency funding within that appropriation.

Council is being asked to approve the plans and specifications and authorize advertising for bids for the project.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is September 8, 2010.

FISCAL IMPACT: Not applicable

FUNDING AVAILABLE: General Fund Capital (1211) \$48,000

F. Wally Sandelin
Public Works Director

Prepared by Dennis J. Callahan, Fleet and Facilities Manager
FWS/DJC/pmf
cc: John Munoz, Facilities Supervisor

APPROVED: _____
Konradt Bartlam, Interim City Manager



CITY OF LODI

COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Fire Station No. 2 Re-Roof Project

MEETING DATE: August 18, 2010

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Fire Station No. 2 Re-Roof Project.

BACKGROUND INFORMATION: Fire Station No. 2 was constructed in 1981/82 and is a one-story, slab-on-grade, pre-engineered, steel structure with exterior metal siding and metal roof. The roof area is approximately 6,806 square feet. The existing roof of metal corrugated panels with exposed fasteners is the original 29-year-old roof. It has been patched repeatedly but continues to leak.

This project consists of installing a new energy-efficient polyurethane foam roof system over the existing metal roof. Re-roofing the Fire Station will result in a more-energy efficient roof, eliminate the damage caused by leaks, and allow for permanent repairs to damaged drywall below.

Additionally, the hose tower at Fire Station No. 2 needs to be demolished. Although not budgeted as part of this project, staff obtained proposals for that work, and recommends that it be done first. The estimated cost for the tower demolition is \$10,000; the estimated cost for the re-roof is \$68,000, including contingency. The total cost for both is estimated to be \$78,000. A new roof is estimated to last 20 to 25 years includes a 15-year warranty.

Funding for this project was appropriated in the FY 10/11 budget as part of the "one time" sales tax proceeds from the Lodi Energy Center project. The budgeted amount was \$41,500 and, depending upon the bid results, this project may require \$36,500 of the \$83,500 contingency funding within that appropriation.

Council is being asked to approve the plans and specifications and authorize advertisement for bids for the project.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is September 8, 2010.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: General Fund Capital (1211)

F. Wally Sandelin
Public Works Director

Prepared by Dennis J. Callahan, Fleet and Facilities Manager
FWS/DJC/pmf
cc: Kevin Donnelly, Fire Chief
Ron Heberle, Battalion Chief

APPROVED: _____
Konradt Bartlam, Interim City Manager



CITY OF LODI

COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for State Route 99/Harney Lane Interim Improvement Project

MEETING DATE: August 18, 2010

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for State Route 99/Harney Lane Interim Improvement Project.

BACKGROUND INFORMATION: This project consists of widening Harney Lane, Cherokee Lane, and East State Route 99 Frontage Road; installing traffic signals at the intersections of Harney Lane/Cherokee Lane and Harney Lane/East State Route 99 Frontage Road; and other incidental and related work, all as shown on the plans and specifications for the project. The location of the project is shown on Exhibit A.

The purpose of the project is to increase the carrying capacity of Harney Lane in the vicinity of the existing interchange associated with development of the Southwest Gateway, Westside and Reynolds Ranch annexations. The proposed signalized intersections will alleviate the expected traffic congestion at the highway interchange. This project is an interim improvement for the future project that will reconstruct the existing interchange. The City and Caltrans are currently working together on reconstruction of the interchange improvement that is expected to be completed around 2016.

Funding for the project is being shared between the City and Reynolds Ranch Parkway, Inc., the developer of the Reynolds Ranch development. The total cost of the project is estimated to be \$1,500,000 including construction and construction administration. Included in this cost is the purchase of the traffic signal standards and mast arms previously approved by the City Council. The City's share will be 50 percent of the total project cost or \$750,000.

Sources of funds for the City's share include Regional Transportation Impact Fees (RTIF) (\$690,000) and Measure K funds (\$60,000). RTIF funds are the City's share of the fees collected, and capacity enhancements to Harney Lane are included as a local project in the San Joaquin Regional Transportation Impact Fee Final Report (October 2005).

The plans and specifications are on file in the Public Works Department. The planned bid opening date is September 29, 2010.

FISCAL IMPACT: The project will increase the long-term maintenance cost of the added pavement sections and traffic signals. Lodi Community Facilities District No. 2007-1 special taxes will offset these added costs in the long term.

APPROVED: _____
Konradt Bartlam, Interim City Manager

Approve Plans and Specifications and Authorize Advertisement for Bids for State Route 99/Harney Lane
Interim Improvement Project
August 18, 2010
Page 2

FUNDING AVAILABLE:	Regional Transportation Impact Fees (338)	\$690,000
	Measure K (325)	\$60,000
	Reynolds Ranch Parkway, Inc.	\$750,000

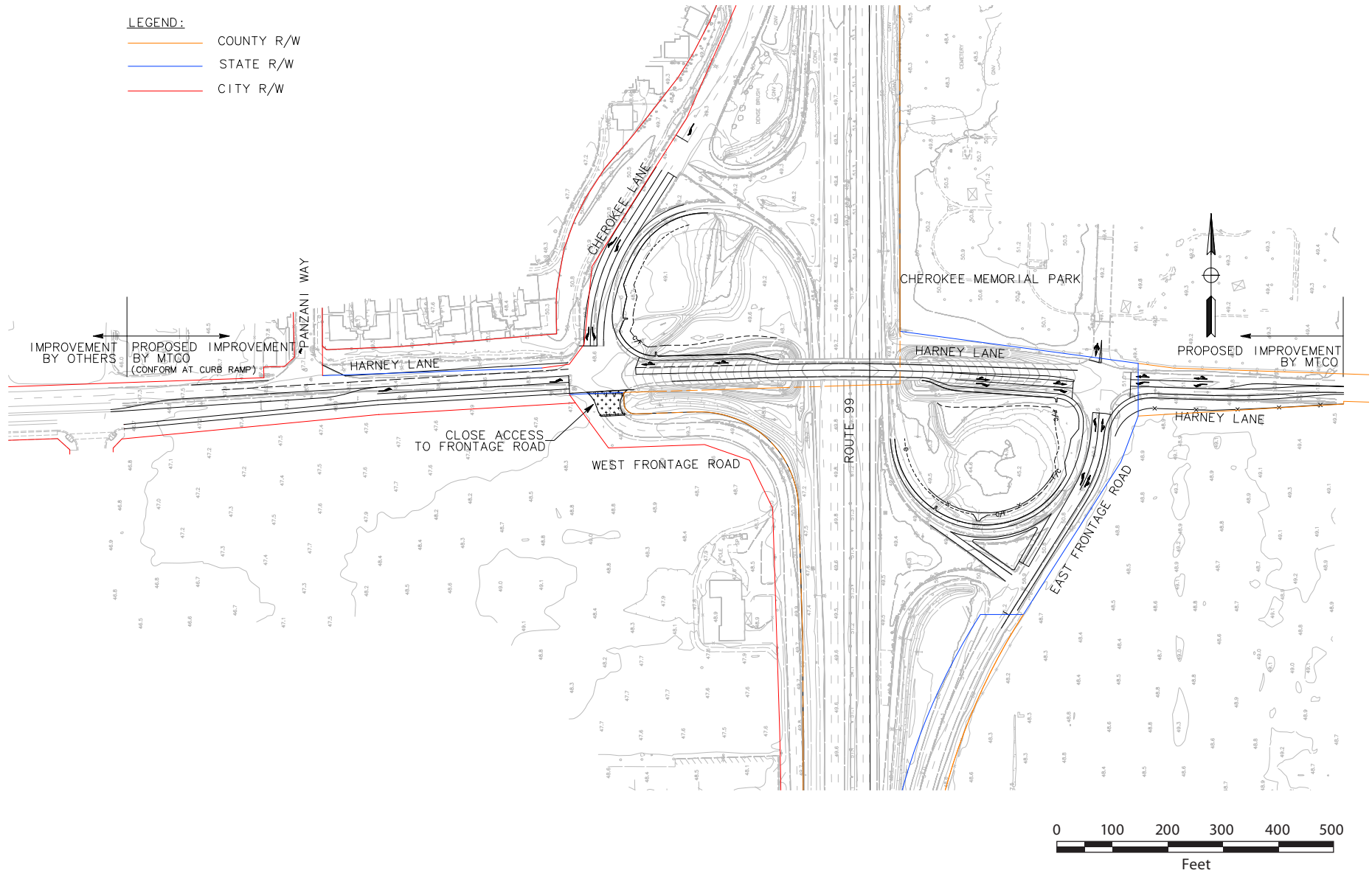
F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/pmf
Attachment

cc: Senior Civil Engineer Chang
Kenneth Doty, Mark Thomas & Company
Kim Whitney, Capital Projects Group
Dale Gillespie, RPM Company

LEGEND:

- COUNTY R/W
- STATE R/W
- CITY R/W



Source: Mark Thomas & Co. 2010



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Standardization of Traffic Signal Controllers/Cabinets and Awarding Purchase of Controllers/Cabinets to Econolite Control Products, Inc., of Anaheim (\$31,000)

MEETING DATE: August 18, 2010

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving the standardization of traffic signal controllers/cabinets and awarding purchase of controllers/cabinets to Econolite Control Products, Inc., of Anaheim, in the amount of \$31,000.

BACKGROUND INFORMATION: At the April 15, 1998 meeting, the City Council took action approving Econolite Control Products as the standard traffic signal controller/cabinet supplier and waiving the formal bid process per Lodi Municipal Code, Section 3.20.070, Bidding. At the time, a resolution was not required. The City of Lodi Public Works Department has been using the Econolite controller/cabinet as the standardized unit since that meeting. Because this was done without a resolution and in light of recent changes to the purchasing policy, staff is requesting City Council to once again standardize the controller/cabinet supplier/manufacture as Econolite Control Products, of Anaheim, and authorize the purchase.

Over the past two fiscal years (2009/10 and 2010/11), Public Works has been attempting to upgrade two controllers/cabinets per year. This upgrade is needed due to improvements in technology that reduces liability, and improves dependability. The new controllers and related peripherals require larger cabinets that are proprietary to the controllers. The most recent upgrade took place at Cherokee Lane and Victor Road in 2009; the next will be Turner Road/Ham Lane. Once this purchase is approved, the controllers/cabinets at Hutchins Street/Tokay Avenue and Ham Lane/Tokay Avenue will be changed.

FISCAL IMPACT: Changing to more modern technology reduces liability due to the improved function of the controller and compatible equipment.

FUNDING AVAILABLE: In the approved 2010/11 Budget, Measure K Maintenance (325051), \$40,000 was budgeted for traffic signal controller purchases and upgrade, \$30,088.95 for the signal controllers/cabinets and \$9,911 for incidental items such as concrete and wire.

Jordan Ayers, Deputy City Manager

F. Wally Sandelin
Public Works Director

Prepared by Curt Juran, Streets and Drainage Superintendent
FWS/CJ/pmf

APPROVED: _____
Konradt Bartlam, Interim City Manager

RESOLUTION NO. 2010-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING STANDARDIZATION OF TRAFFIC
SIGNAL CONTROLLERS/CABINETS AND AWARDING
PURCHASE OF CONTROLLERS/CABINETS

=====

WHEREAS, at the April 15, 1998 meeting, the City Council approved by motion action the standardization of the traffic signal controller/cabinet supplier as Econolite Control Products and waived the formal bidding process per Lodi Municipal Code, Section 3.20.070, Bidding; and

WHEREAS, the City of Lodi Public Works Department has been using the Econolite controller/cabinet as the standardized unit since that meeting; and

WHEREAS, because the standardization was approved without adoption of a resolution, staff recommends that City Council once again standardize the controller/cabinet supplier/manufacture as Econolite Control Products, of Anaheim, and authorize the current purchase of two controllers/cabinets.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve Econolite Control Products as the standard traffic signal controller/cabinet supplier/manufacture; and

BE IT FURTHER RESOLVED that the City Council does hereby award the purchase of two controllers/cabinets in the amount of \$31,000 to Econolite Control Products, Inc., of Anaheim, California.

Dated: August 18, 2010

=====

I hereby certify that Resolution No. 2010-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 18, 2010, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2010-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing Change Order with F & H Construction, Inc., of Stockton, for Emergency Repairs at Lodi Station Parking Structure and Appropriating Funds (\$21,043.27)

MEETING DATE: August 18, 2010

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing change order with F & H Construction, Inc., of Stockton, for emergency repairs at Lodi Station Parking Structure and appropriating funds in the amount of \$21,043.27.

BACKGROUND INFORMATION: The City issued Purchase Order No. 18729 (Exhibit A) on July 27, 2009 in the amount of \$19,838 to F & H Construction to perform mold remediation and installation of roof vents at the oval-shaped building area of the Parking Structure. In November, while F & H Construction was on site performing the requested work, the City received notice from the World of Wonders Science Museum that it was experiencing rain leaks within its area of the facility. City staff directed F & H Construction to investigate and resolve the leak issues. After substantial investigation, patching, and testing, the leaks were repaired. Due to the height of the ceiling area, the rental of high-lift equipment was required to perform the investigation and repair work. The work was performed on a time-and-materials basis, with all documentation provided to the City. The final cost is supported by the attached documentation (Exhibit B) and is reasonable for the work performed.

FISCAL IMPACT: These repairs will reduce ongoing maintenance expenses to control roof leakage.

FUNDING AVAILABLE: Requested Appropriation:
TDA Transit Funds (125079) \$21,043.27

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager

Attachments

FWS/GW/pmf

cc: Paula Fernandez, Transportation Manager/Senior Traffic Engineer
Dennis Callahan, Fleet and Facilities Manager

APPROVED: _____
Konradt Bartlam, Interim City Manager



CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
PurchasingPO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Exhibit A

1
Date 07/28/09
Purchase Order 18729-000 OP
Fund 3
Buyer

INVOICE TO BE SENT TO: CITY OF LODI Accounts Payable PO Box 3006 Lodi, CA 95241-1910	ORDER DATE	07/27/09
	F.O.B. / SHIP VIA	FOB - Our Dock
	SUPPLIER CONTACT	STEPHEN SE

1. Our Order No. must appear on all papers and packages relative to this order.
2. Enclose itemized packing slip indicating our purchase order no. with each shipment.
3. Acceptance of this order shall constitute acceptance of all the provisions on the face and back hereof. Terms and conditions on this purchase order contract, including those on reverse side hereof, shall prevail over any and all inconsistencies contained in your quotation and/or acknowledgements.
4. Notify us immediately if you are unable to ship complete by date specified.

F & H Construction Inc
P O Box 55245
Stockton CA 95205

COPY

SHIP TO

City of Lodi--PW-Transportation
PW Transportation
211 West Pine Street
Lodi CA
95240

Vendor #	22859	REQUESTOR	GARY WIMAN, CONSTRUCTION MGR. (209) 333.6800 EXT. 2054
Account Numbers: 125079.7334			

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
WORK TO BE PERFORMED AT THE LODI STATION PARKING STRUCTURE, 50 N. SACRAMENTO ST., LODI, CA PER ATTACHED QUOTATION.					
INSTALLATION OF ROOF VENTS FOR MOLD REMEDIATION WORK		LS	19,838.0000	LS	19,838.00
Work schedule to be coordinated with City Staff.					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	8.750		19,838.00
APPROVED BY BK [Signature]	DATE 7/28/09		

PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT,
IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

11/13/09 To AP \$19,838.00 (Entered By: PTUCKER)

- 0000 -

Lodi STATION **Exhibit B**

STRUCTURE

Po 18729

F & H CONSTRUCTION
4945 E. WATERLOO ROAD
P. O. BOX 55245 (95205)
STOCKTON, CA 95215
(209) 931-3738

CITY OF LODI – PUBLIC WORKS DEPT
ATTN: GARY WIMAN
P.O. BOX 3006
LODI, CA 95241

INVOICE ID: 52600510002
DRAW ID: 2
DATE: 5/31/10
BILLING DATE: 5/31/10

CONTRACT ID: 10-09-5260
CITY OF LODI – EXHAUST FANS

Scope of Work:
INSTALLATION OF ROOF VENTS FOR MOLD REMEDIATION WORK

Labor	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
TIM GATSCHET	44.00	112.57	4,953.04
JERRY D BLACKWELL	118.00	47.15	5,564.22
GORDON L WALKER	120.00	56.74	6,808.23
TRINIDAD J ESTRADA	16.00	55.27	884.30
MARIO VARGAS	35.00	55.27	1,934.42
RAMON ZAPIEN	24.00	55.27	1,326.45
DANA LEATHERWOOD	4.00	65.79	263.17
TIM WILSON	16.00	65.81	1,052.93
TOTAL LABOR			<u>\$22,786.76</u>

Material	<u>Invoice</u>	<u>Amount</u>
<u>Vendor</u>		
VAN DE POL	CL21559	370.84
UNITED RENTALS	84301211-001	61.57
UNITED RENTALS	84326939-001	29.29
WHITE CAP HARDWARE	23083635-01	552.29
UNITED RENTALS	84611536-001	97.02
UNITED RENTALS	84666515-001	61.88
WHITE CAP HARDWARE	23083306	3137.24
THE SHERWIN WILLIAMS CO	2038-5	21.35
CARD SERVICES (TIM GATSCHET)	48070913DEC09	43.74
GUNTERT SALES DIV INC	42718	122.54
AG INDUSTRIAL MFG INC	5205	129.98
KING'S ROOFING	8164	1344.95
WHITE CAP HARDWARE	23082944	79.24
WHITE CAP HARDWARE	23083029	42.97

7/9/10

CONCRETE INC	38201	39.42
UNITED RETALS	84552060-001	144.62
WHITE CAP HARDWARE	23083248	533.54
WHITE CAP HARDWARE	23087306	80.18
WHITE CAP HARDWARE	23087410	151.04
CONCRETE INC	43132	39.42
WHITE CAP HARDWARE	23096669	23.44
UNITED RENTALS	87019322-001	35.90
WHITE CAP HARDWARE	23096947	97.44
CONTRACT COATINGS	126294	57.45

Material Subtotal \$7,297.35

Equipment

<u>Vendor</u>	<u>Invoice</u>	<u>Amount</u>
UNITED RENTALS	84541408-001	291.15
UNITED RENTALS	84573968-001	598.13
UNITED RENTALS	84573968-002	- 271.88

Equipment Subtotal
\$617.40

Other

<u>Vendor</u>	<u>Invoice</u>	<u>Amount</u>
AT&T MOBILITY	991426274DEC09	7.84
WORLDWIDE EXPRESS	533983	16.92
COMFORT AIR	60887	192.00

Other Subtotal \$216.76

Subcontract

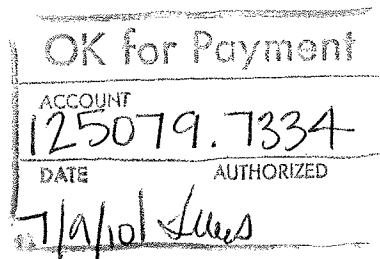
<u>Vendor</u>	<u>Invoice</u>	<u>Amount</u>
L&B ENVIRONMENTAL INC	5260-0410	2,825.00
COMFORT AIR	5260-1109	4,961.00
APPLEGATE JOHNSTON	5260-1109	2,177.00

Subcontract Subtotal \$9,963.00

AMOUNT DUE THIS INVOICE **\$40,881.27**
LESS PREVIOUS PAYMENTS **19,838.00**

CURRENT PAYMENT DUE

21,043.27



RESOLUTION NO. 2010-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CHANGE ORDER WITH F & H
CONSTRUCTION, INC., FOR EMERGENCY REPAIRS
AT LODI STATION PARKING STRUCTURE AND
FURTHER APPROPRIATING FUNDS

=====

WHEREAS, the City issued Purchase Order No. 18729 in the amount of \$19,838 to F & H Construction to perform mold remediation and installation of roof vents at the oval-shaped building area of the Parking Structure. While the work was being performed, another area of the facility began experiencing rain leaks, and City staff directed F & H Construction to investigate and resolve the leak issues; and

WHEREAS, after substantial investigation, patching, testing and the rental of equipment, the leaks were repaired at a cost of \$21,043.27.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize a change order in the amount of \$21,043.27 with F & H Construction, Inc., of Stockton, California, for emergency repairs at Lodi Station Parking Structure; and

BE IT FURTHER RESOLVED that funds in the amount of \$21,043.27 be appropriated from TDA Transit funds for these repairs.

Dated: August 18, 2010

=====

I hereby certify that Resolution No. 2010-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 18, 2010, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



CITY OF LODI

COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract Change Order with D. A. Wood Construction, Inc., of Empire, for Additional Asphalt Paving Removal and Replacement for Water Main Replacement Project No. 3 and Appropriating Funds (\$150,000)

MEETING DATE: August 18, 2010

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing the City Manager to execute a contract change order with D. A. Wood Construction, Inc., of Empire, for additional asphalt paving removal and replacement for Water Main Replacement Project No. 3 and appropriating funds in the amount of \$150,000.

BACKGROUND INFORMATION: The contract with D. A. Wood Construction was approved by Council on January 20, 2010, and requires the contractor to replace only the asphalt within its trench work area. After reviewing the existing street conditions, it was determined that additional pavement removal and replacement is required to provide a stable road surface for the area residents (see attached Exhibit A). It is recommended that the roadway be removed and replaced from the gutter to the centerline of the roadway on the traffic lane in which the trench has been dug. Two streets are in such failing condition that it is recommended that the entire roadway be removed and replaced. The recommended additional paving is as follows:

<u>Location</u>	<u>Grind Area</u>	<u>Length (Feet)</u>
Poplar St. between Stockton St. and Washington St.	North side of street, toe to 13'-0"	600
Poplar St. between Washington St. and Central Ave.	North side of street, toe to 13'-6"	600
Acacia St. between Stockton St. and Washington St.	South side of street, toe to 16'-6"	600
Acacia St. between Washington St. and Central Ave.	Entire street, toe to toe = 23'	600
Charles St. between Stockton St. and Washington St.	South side of street, toe to 12'-0"	600
Cypress St. between Washington St. and Central Ave.	North side of street, toe to 16'-0"	600
Liebig St. Between Acacia St. and Poplar St.	East side of street, toe to 16'-0"	600
Washington St. between Charles St. and Poplar St.	West side of street, toe to 13'-0"	925
Prebe St. between Poplar St. and Concord St.	All - 26'-0"	300

The requested appropriation includes contingency funds in case additional subgrade work is required prior to the paving operations. Final change order costs are being negotiated and will be reviewed by City staff. The original contract amount awarded is \$707,516.

APPROVED: _____
Konradt Bartlam, Interim City Manager

Adopt Resolution Authorizing City Manager to Execute Contract Change Order with D. A. Wood Construction, Inc., of Empire, for Additional Asphalt Paving Removal and Replacement for Water Main Replacement Project No. 3 and Appropriating Funds (\$150,000)
August 18, 2010
Page 2

FISCAL IMPACT: This work will save roadway repair costs in the near future and provide a stable surface for the remainder of the roadway reconstruction when it occurs.

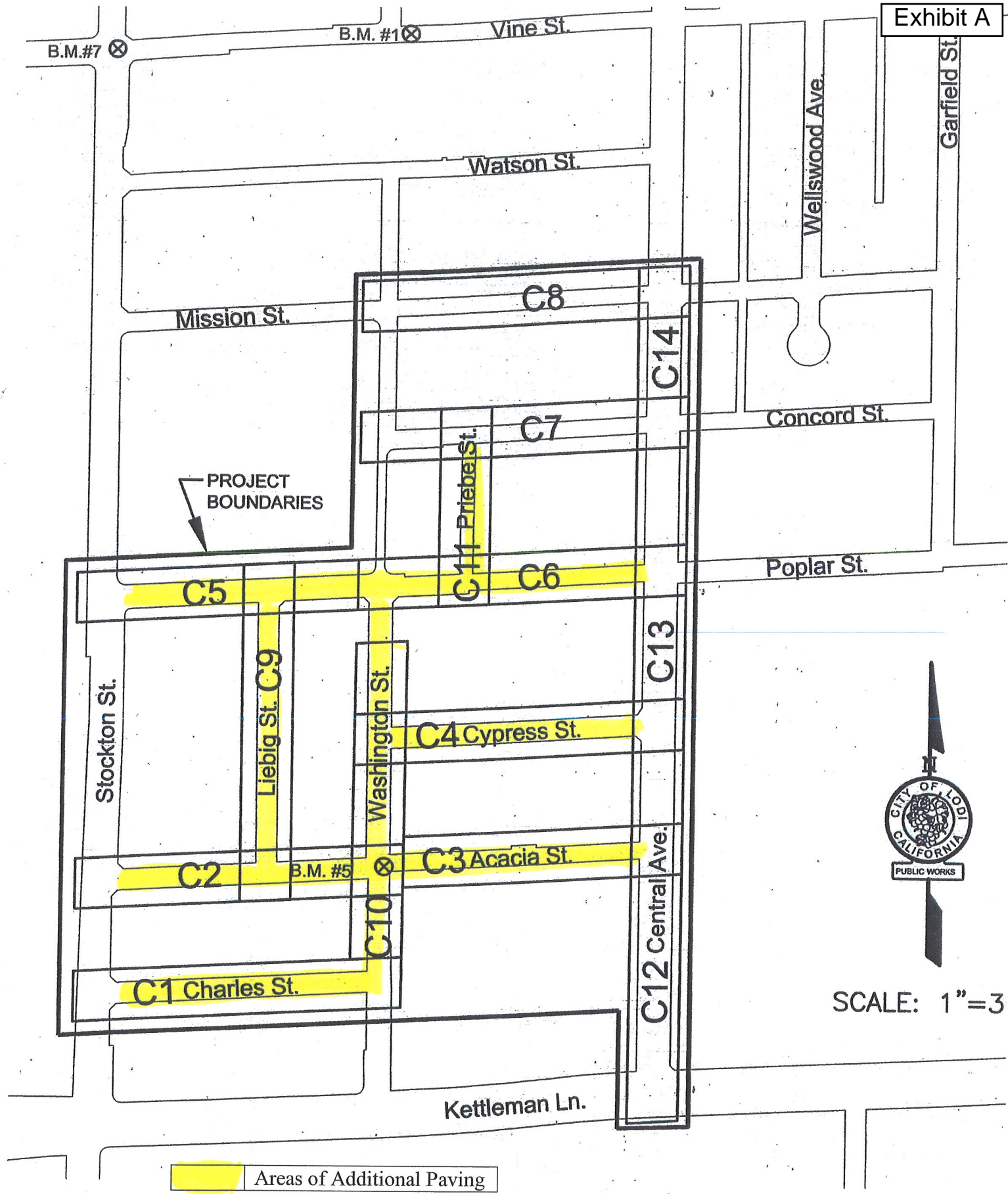
FUNDING AVAILABLE: Requested Appropriation: Water Fund Account (181): \$150,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager
Attachment
FWS/GW/pmf

DN



SURVEY DATA

(BENCH MARK LOCATIONS) = B.M.

NUMBER	DESCRIPTION	NORTHING	EASTING
B.M. #1	FLIGHT CROSS	2232294.8900	6340951.7200

RESOLUTION NO. 2010-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE A
CONTRACT CHANGE ORDER WITH D. A. WOOD
CONSTRUCTION, INC., FOR WATER MAIN
REPLACEMENT PROJECT NO. 3 AND FURTHER
APPROPRIATING FUNDS

=====

WHEREAS, the contract with D. A. Wood Construction, Inc., for the Water Main Replacement Project No. 3 was approved by City Council on January 20, 2010, and requires the contractor to replace only the asphalt within their trench work area; but after reviewing the existing street conditions, it was determined that additional pavement removal and replacement is required to provide a stable road surface; and

WHEREAS, staff recommends appropriating \$150,000 from the Water Fund account to cover the work and any required contingencies.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a contract change order with D. A. Wood Construction, Inc., of Empire, California, for additional asphalt paving removal and replacement for Water Main Replacement Project No. 3; and

BE IT FURTHER RESOLVED that funds in the amount of \$150,000 be appropriated from the Water Fund account for this project.

Dated: August 18, 2010

=====

I hereby certify that Resolution No. 2010-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 18, 2010, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2010-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for Hale Park, 209 East Locust Street, and Blakely Park, 1050 South Stockton Street, Playground Surfacing Improvements

MEETING DATE: August 18, 2010

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for Hale Park, 209 East Locust Street, and Blakely Park, 1050 South Stockton Street, playground surfacing improvements.

BACKGROUND INFORMATION: The contract for this project was executed with Diede Construction, of Woodbridge, on November 18, 2009, in the amount of \$73,441.79.

The work consisted of providing all labor, materials and equipment to repair approximately 3,550 square feet of existing poured-in-place safety playground material at Hale Park. Work also included cleaning, repair work, and an application of new acrylic urethane over the existing poured-in-place surface for the swing area at Blakely Park.

The final contract price was \$74,236.73. The difference between the contract amount and the final contract price was due to Contract Change Order No. 1, which added 54 square feet of playground surfacing repair work at Hale Park and paid for compaction tests in the play area subgrade. The total cost for Contract Change Order No. 1 was \$795.04.

Following acceptance by the City Council, as required by law, the City Engineer will file a Notice of Completion with the County Recorder's office. The notice serves to notify vendors and subcontractors that the project is complete and begins their 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

FISCAL IMPACT: There is no direct impact to the Parks and Recreation Department budget for the playground surfacing improvements at Hale Park or Blakely Park.

FUNDING AVAILABLE: Community Development Block Grant Funds were used to pay for the improvements at both parks.

F. Wally Sandelin
Public Works Director

Prepared by Wesley Fujitani, Senior Civil Engineer
FWS/WKF/pmf
cc: Interim Parks and Recreation Director
Neighborhood Services Manager

APPROVED: _____
Konradt Bartlam, Interim City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Improvement Agreements for Public Improvements for Reynolds Ranch, Phase II, Offsite and Onsite Improvements and Approving No-Parking Zones on all of Reynolds Ranch Parkway and Harney Lane from Stockton Street to Reynolds Ranch Parkway

MEETING DATE: August 18, 2010

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving the Improvement Agreements for the Public Improvements for Reynolds Ranch, Phase II, offsite and onsite improvements and approving no-parking zones on all of Reynolds Ranch Parkway and Harney Lane from Stockton Street to Reynolds Ranch Parkway.

BACKGROUND INFORMATION: The project is located on Harney Lane, between Stockton Street and Reynolds Ranch Parkway, as shown on Exhibit A, and consists of roadway improvements along Harney Lane, signal improvements, and onsite public water main improvements in preparation for the Reynolds Ranch Shopping Center.

The developer, Reynolds Ranch Partners, Inc., has furnished the City with improvement plans and the necessary agreements for the proposed project. The developer's contractor has been added to the Improvement Agreement to furnish the bonding for the developer. The developer's contractor will be determined by September 1, 2010, at which time the developer's contractor will furnish the necessary bonds and execute the Improvement Agreement. The bonds will secure the contractor's/developer's performance under the Agreement.

The offsite public improvements include the installation of storm drain improvements, landscape and irrigation in the median, curb, gutter, sidewalk and street pavement improvements along Harney Lane and installation of signalized intersections at Reynolds Ranch Parkway/Rocky Lane, Reynolds Ranch Parkway/Le Baron Boulevard and Reynolds Ranch Parkway/Harney Lane. The City will pay for 50 percent of the cost of the signals at the Reynolds Ranch Parkway/Harney Lane intersection. The onsite improvements include the modification of the public water main on the Reynolds Ranch Shopping Center site and sidewalk and driveway improvements on Reynolds Ranch Parkway.

No-parking zones were established on all of Reynolds Ranch Parkway during Phase I of the Reynolds Ranch Project. The no-parking zones, however, must be adopted by resolution. No-parking zones will cover both the east and west sides of Reynolds Ranch Parkway (approximately 3,700 feet of roadway) and both north and south sides of Harney Lane from Stockton Street to Reynolds Ranch Parkway (approximately 1,900 feet of roadway). The Harney Lane no-parking zones are required because parking along major arterial roadways is prohibited in the Lodi Design Standards.

APPROVED: _____
Konradt Bartlam, Interim City Manager

Currently, there are insufficient Street Impact Mitigation funds to pay for the City's portion of this project. Once Costco and Home Depot pay Street Impact Mitigation fees totaling \$458,320.30 and \$344,806.57 respectively, the Street Impact Mitigation funds will have the necessary funding for this project. The short term shortfall in funds will be covered by other funds within the Impact Mitigation Fee Program.

FISCAL IMPACT: There will be a slight increase in long-term maintenance costs for public infrastructure, such as streets and storm drain facilities. The costs may be off-set by future revenue from Community Facilities District No. 2007-1.

FUNDING AVAILABLE: Street Impact Fees (Fund 332) - \$662,700
Reynolds Ranch Partners, Inc. - \$1,618,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Chris Boyer, Junior Engineer
Attachment

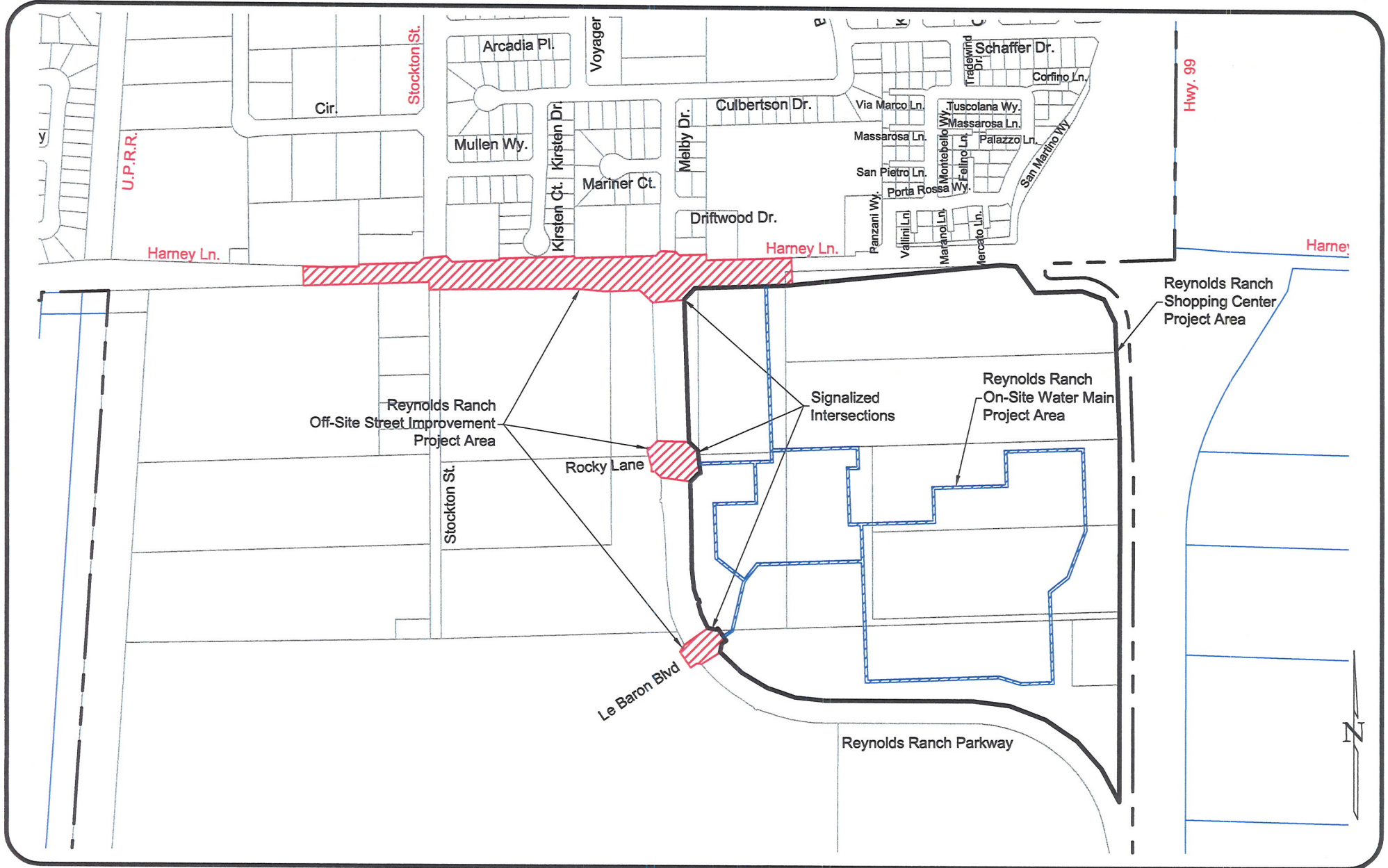
cc: Senior Civil Engineer Fujitani
Reynolds Ranch Partners, Inc.
Phillippi Engineering



CITY OF LODI

PUBLIC WORKS DEPARTMENT

Exhibit A Harney Lane Improvements 500' West of Stockton St to Reynolds Ranch Pkwy



IMPROVEMENT AGREEMENT
for the
PUBLIC IMPROVEMENTS
for
REYNOLDS RANCH PHASE 2

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City", and REYNOLDS RANCH PARTNERS, INC., hereinafter referred to as "Developer", and GENERAL CONTRACTOR, hereinafter referred to as "Developer's Contractor".

RECITALS:

Developer has presented to City for approval public improvement plans for the Reynolds Ranch, Phase 2 development, hereinafter called "project", along with the legal descriptions and exhibits for the necessary street and easement dedications which will be provided under separate instruments.

Developer has requested approval of public improvement plans for the construction and completion of public improvements, including all streets, highways or public ways and public utility facilities which are a part of or appurtenant to the project, all in accordance with and as required by the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of project, which plans and specifications are now on file in the office of and endorsed with the approval of the Public Works Director or his designee.

Council of the City will accept the dedications offered on condition that Developer first enter into and execute this agreement with City; and

Developer's Contractor is made a party to this agreement solely to secure the Faithful Performance Bonds and Labor and Materials Bonds referred to in Paragraph 13. Developer's Contractor has no other obligations under this agreement.

This agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and Title 15 and 16 of the Lodi City Code.

NOW THEREFORE, for and in consideration of the acceptance of the dedications offered, and in order to insure satisfactory performance by Developer of Developer's obligations under State law and City code, the parties agree as follows:

1. Performance of Work by Developer

Developer will do and perform, or cause to be done and performed at Developer's own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of the Public Works Director, all of the work and improvements as shown on the approved improvement plans for the project, Drawing Nos. 008D013-01 through 008D013-32, which are on file in the Public Works Department.

The Developer shall also perform or cause to be performed the following items which are not shown on the improvement plans:

- A. Street light installation and connection to City system
- B. Natural gas line installation
- C. Telephone line installation
- D. Electrical system
- E. Cable television system

2. Development Changes

Developer shall also perform all work and furnish all materials necessary to comply with any changes required by the Public Works Director, which, in his opinion, are necessary or required to complete the work in conformance with City Standards or are the result of changed conditions.

3. Performance of Work by City

Prior to the issuance of the building permit by the City, it is agreed that the Developer shall deposit with the City the amount of money shown as the "Developer Cost" on Billing Schedule attached hereto and by this reference made a part hereof.

From payments made under Billing Schedule, Developer elects to have the City perform or install or cause the installation of the following items:

- A. Street seal coat
- B. Fire hydrant markers
- C. Televideo inspection of the public sewer and storm drain lines. The fee shown on the Billing Schedule is based on the linear footage of sewer and storm drain pipe, including laterals, shown on the improvement plans. The fee will be adjusted, if necessary, when the televideo inspection is complete. Any additional fee must be paid prior to project acceptance.
- D. Storm Water Permit Compliance Inspections. The fee shown on the Billing Schedule is based on one (1) inspection per month for construction activities covering one (1) wet season (October 2010 to April 2011). The fee will be adjusted, if necessary, when the improvements are complete and ready for acceptance by the City. Any additional fee must be paid prior to project acceptance.

Developer shall also pay all additional costs for work performed by City forces deemed by the Public Works Director necessary to complete the work under this agreement in conformance with City Standards.

4. Development Impact Mitigation Fees

Development Impact Mitigation Fees for water, wastewater capacity, street improvements, police, fire and general City facilities are required for this project. The fees shall be paid in conformance with the terms of the Development Agreement by and Between the City of Lodi and San Joaquin Valley Land Company, LLC recorded as Document No. 2006-268372 in the Official Records of San Joaquin County. In conformance with LMC 15.64.050, the fees are automatically adjusted on January 1 of each year.

5. Reimbursement for City-Funded Facilities Built by Developer

In conformance with LMC 16.40 Reimbursements for Construction, City agrees to reimburse Developer for public improvements to be installed with the project as listed below and shown on the attached Cost Estimate for Improvement Security:

- A. Excess width street pavement improvements in Harney Lane (500 feet west of Stockton Street to 500 feet east of Melby Way).
- B. 50 percent of the traffic signal at Reynolds Ranch Parkway and Harney Lane intersection, Reynolds Ranch Parkway and Rocky Lane intersection, and Reynolds Ranch Parkway and Le Baron Boulevard.

Developer shall provide a request for payment that includes descriptions of the work items, quantities, and contract unit prices conforming to the Bid Item List guidelines in Appendix A-2 of the City of Lodi Public Improvement Design Standards and supporting invoices or other documentation as required by the Public Works Department. Reimbursement will be made when the improvements are complete and accepted by the City.

6. Street and Public Utility Easement Dedications

Developer shall acquire, without cost to the City of Lodi, street, public utility and temporary construction easements to the approval of the Public Works Director to allow construction of street and public utility improvements shown on the approved plans for the project. The Developer's engineer shall provide the legal descriptions, with exhibits showing the location of each dedication, for review and approval by the City. City staff will prepare the easement deeds. Developer shall have the deeds executed by the property owners, notarized and returned to the City for recordation.

7. Work; Time for Commencement and Performance

Developer shall, within 365 calendar days from the date of this agreement, perform or cause to be performed all work and/or improvements described under this agreement. At least 15 calendar days prior to the commencement of work hereunder, Developer shall notify the Public Works Director of the date fixed by Developer for commencement thereof so that City can provide inspection services.

8. Time Extension

Time is of the essence of this agreement. The City may extend the time for completion of the improvements hereunder under the terms of an addendum to this agreement which shall be approved by the City Manager. Any such extension may be granted without notice to the Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure the faithful performance of this agreement. The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

9. Record Drawings and Certifications

Prior to acceptance of the project improvements, the Developer shall have provided record drawings and certifications as described in the City of Lodi Public Improvement Design Standards.

10. Permits; Compliance with Law

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law.

11. Superintendence by Developer

Developer shall give personal superintendence to the work on said improvement, or have a competent agent, foreman or superintendent, satisfactory to the Public Works Director, on the work at all times during progress, with authority to act for Developer.

12. Inspection by City

Developer shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work. Inspections will be provided during normal working hours. Developer will be billed for inspections on work performed on weekends, holidays and overtime. Developer shall also pay all additional costs incurred by City for soils and materials testing and/or inspection services required as a part of City inspection activities.

13. Contract Security

Concurrently with the execution hereof, Developer's Contractor shall furnish Improvement Security of at least 100% of the estimated cost of public improvements plus deferred fees and engineering costs of surveying, record drawings and certifications as security for the faithful performance of this agreement and repair or replacement of defective work under Paragraph 19 following; and an amount equal to at least 50% of the above costs as security for the payment of all persons performing labor and furnishing materials in connection with this agreement as more fully described in the State Subdivision Map Act.

The City has determined these security amounts to be as follows:

Faithful Performance	\$2,280,700.00
Labor and Materials	\$1,140,350.00

14. Warranty Security

~~Prior to acceptance of the project improvements by the City, Developer shall furnish Warranty Security of at least 10% of the total cost of the public improvements as security for repair or replacement of defective work under Paragraph 19 following.~~ The warranty period for repair or replacement of defective work shall be two (2) years following the date of acceptance of the improvements. If any portion of the project receives partial acceptance during the course of construction, the warranty period for all required project improvements shall commence upon the date of final acceptance for the entire project.

15. Hold-Harmless Agreement

Developer hereby agrees to, and shall, hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer's or Developer's contractors', subcontractors', agents' or employees' operations under this agreement, whether such operations be by Developer or by any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors. Developer agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

- A. That City does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in Paragraph 16 hereof.

- B. That the aforesaid hold-harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the project, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

16. Developer's Insurance

Developer shall not commence work under this agreement until Developer shall have obtained all insurance required under this paragraph, nor shall Developer allow any contractor or subcontractor to commence work on Developer's contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

A. Compensation Insurance

Developer shall maintain, during the life of this agreement, Worker's Compensation Insurance for all Developer's employees employed at the site of improvement, and in case any work is sublet, Developer shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractors' or subcontractors' employees, unless such employees are covered by the protection afforded by Developer. Developer hereby indemnifies City for any damage resulting to it from failure of either Developer or any contractor or subcontractor to take out or maintain such insurance.

B. Comprehensive General and Automobile Insurance

Developer shall take out and maintain during the life of this agreement such insurance as shall insure City, its elective and appointive boards, commissions, officers, agents and employees, Developer and any contractor or subcontractor performing work covered by this agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise on the project property, including any public streets or easements, from Developer's or any contractors' or subcontractors' operations hereunder, whether such operations be by Developer or any contractor or subcontractor or by anyone directly or indirectly employed by either Developer or any contractor or subcontractor, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$2,000,000 Bodily Injury - Each Occurrence/Aggregate
\$2,000,000 Property Damage - Each Occurrence/Aggregate
or
\$2,000,000 Combined Single Limit

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$2,000,000 Bodily Injury - Each Person
\$2,000,000 Bodily Injury - Each Occurrence
\$2,000,000 Property Damage - Each Occurrence
or
\$2,000,000 Combined Single Limit

Developer must have comprehensive automobile liability only if Developer's vehicles are used on-site.

NOTE: Developer agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

"Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

A. Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents and employees as additional named insured insofar as work performed by the insured under written contract with the City of Lodi. This endorsement shall be on the form furnished by the City and shall be included with Developer's policies.

B. Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the additional insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

C. Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

17. Evidence of Insurance

Developer shall furnish City, concurrently with the execution hereof, with satisfactory evidence of the insurance required and evidence that each carrier is required to give City at least 30 days prior notice of the cancellation or reduction in coverage of any policy during the effective period of this agreement. The address of the City of Lodi must be shown on the certificate of insurance, i.e., City of Lodi, 221 West Pine Street, Lodi, CA 95240.

18. Title to Improvements

Title to, and ownership of, all public improvements constructed hereunder by Developer shall vest absolutely in City upon completion and acceptance of such public improvements by City.

19. Repair or Reconstruction of Defective Work

If, within a period of two (2) years after final acceptance by City of the work performed under this agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this agreement, including the mitigation measures for dust and erosion control, fails to fulfill any of the requirements of this agreement plans and specifications referred to herein, Developer and Developer's Contractor surety shall, without delay and without cost to City, repair or replace or reconstruct any defective or otherwise

unsatisfactory part or parts of the work or structure. Should Developer or Developer's Contractor surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs plus 15% for administration and overhead costs.

20. Repair or Replacement of City-owned Bypass Meter Assemblies

The Developer is required by the City to install bypass meter assemblies in conjunction with the installation of water mains in the City of Lodi. The City will supply these assemblies upon receipt of a deposit in the amount of \$5,000.00 for each assembly required. The purpose of the deposit is to guarantee the return of the assembly in good condition and fulfillment of the other obligations shown in the City's Policies and Procedures entitled "Metering Water Usage of New Water Mains Requiring Temporary Bypasses", a copy of which is attached hereto and made a part hereof.

21. Mud, Debris, Dust and Erosion

Developer agrees and covenants not to permit mud or other debris to be tracked from the construction site or elsewhere onto City or County streets or onto private property without express permission. Developer further agrees not to cause damage to City or County streets.

Should any mud or debris be deposited in City or County streets or any damage caused to City or County streets, the Developer shall have the same removed or repaired forthwith, and if not removed or repaired upon notice within a specified time, the City shall cause the same to be removed or repaired and the Developer shall be charged for the cost of said removal or repairs.

The Developer, Developer's contractor and/or agents shall be responsible so no dust or erosion problems are created during construction, including installation of telephone, electrical, cable television and gas facilities. Developer's responsibility for dust and erosion control shall extend to include a period of one year from the date of final acceptance by the City of the work performed under this agreement.

If a dust or erosion problem arises during development or within a period of one year from the date of final acceptance by the City of the work performed under this agreement, including but not limited to installation of telephone, electrical, cable television, and/or gas facilities, and has not, after notice, been abated by Developer within a specified period of time, the City shall cause the same to be controlled, and the Developer shall be charged with the cost of said control.

22. Fire Protection During Construction

Fire protection facilities approved by the Fire Chief, including all-weather access road and an approved water supply capable of supplying the required fire flow, shall be installed and made serviceable in accordance with the City fire code prior to and during the time of building construction. The above may be modified when alternate methods of protection approved by the Fire Chief are provided.

23. Protection of Existing Improvements

Damage to any existing improvements or private or public utility lines installed or being installed which damage occurs during the onsite and offsite construction required of Developer shall be the absolute responsibility and liability of Developer. In other words, it shall be the Developer's responsibility to pay for damage to existing improvements and public or private utilities within the development. Damage to any existing facilities outside

the limits of the project area damaged as part of the construction of the required project improvements is also the Developer's responsibility.

24. Dwelling Occupancy

The City will not allow occupancy of any building or structure within the project until all public improvements have been approved and accepted by the Public Works Department per established City policy and other requirements of the City codes have been met. If building is started prior to acceptance of the improvements, it is the Developer's responsibility to inform all prospective purchasers that occupancy will not be permitted until said fees are paid and public improvements are so accepted.

25. Developer Not Agent of City

Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this agreement.

26. Notice of Breach and Default

If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the Developer should be adjudged bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this agreement, the Public Works Director or City Council may serve written notice upon Developer and Developer's Contractor's surety of breach of this agreement, or any portion thereof, and the default of Developer.

27. Breach of Agreement; Performance by Surety or City

In the event of any such notice, Developer's Contractor's surety shall have the duty to take over and complete the work and the improvements herein specified; provided however, that if the surety, within five days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within 5 days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's Contractor's surety shall be liable to City for any excess cost or damage occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefor.

28. Notices

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

F. Wally Sandelin,
Public Works Director
221 West Pine Street
P. O. Box 3006
Lodi, CA 95241-1910

Notices required to be given to Developer shall be addressed as follows:

Notices required to be given to Developer's agent shall be addressed as follows:

Notices required to be given to Developer's Contractor shall be addressed as follows:

Notices required to be given to Developer's Contractor surety shall be addressed as follows:

Provided that either party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

29. Execution

In Witness Whereof, Developer, Developer's Contractor and City have caused their names to be hereunto affixed and the City of Lodi has caused its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized.

REYNOLDS RANCH PARTNERS, INC.

Date

DEVELOPER'S CONTRACTOR

Date

(CORPORATE SEAL)

CITY OF LODI, A MUNICIPAL CORPORATION

By: _____
Konradt Bartlam, Interim City Manager

Date

ATTEST:

Randi Johl, City Clerk

Date

APPROVED AS TO FORM:

D. Stephen Schwabauer, City Attorney



IMPROVEMENT SECURITY
Faithful Performance Bond

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Lodi, a municipal corporation, hereinafter designated "City", and GENERAL CONTRACTOR, hereinafter designated "Principal," have entered into an agreement dated _____, whereby Principal agrees to install and complete certain designated public improvements and pay appropriate development impact mitigation fees within 365 CALENDAR DAYS FROM THE DATE OF THE AGREEMENT, in the development known as Reynolds Ranch, Phase 2. This agreement is on file in the office of the Public Works Director of the City of Lodi, and is referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and _____, as surety, are held and firmly bound unto the City in the penal sum of TWO MILLION TWO HUNDRED EIGHTY THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$2,280,700.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the work to be performed or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on _____.

SURETY:

by: _____

Attorney-in-fact

Agent

Address

PRINCIPAL:

Address

APPROVED AS TO FORM: _____

City Attorney

IMPROVEMENT SECURITY
Labor and Materials Bond

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Lodi, a municipal corporation, hereinafter designated "City," and GENERAL CONTRACTOR, hereinafter designated "Principal," have entered into an agreement dated _____ whereby Principal agrees to install and complete certain designated public improvements and pay appropriate development impact mitigation fees within 365 CALENDAR DAYS FROM THE DATE OF THE AGREEMENT, in the development known as Reynolds Ranch, Phase 2. This agreement is on file in the office of the Public Works Director of the City of Lodi, and is referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned as corporate surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid improvements and referred to in the aforesaid Code of Civil Procedure in the sum of ONE MILLION ONE HUNDRED FORTY THOUSAND THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$1,140,350.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the work to be performed or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on

_____.

SURETY:

PRINCIPAL:

by: _____

Attorney-in-fact

Agent

Address

Address

APPROVED AS TO FORM: _____

City Attorney

Development: Reynolds Ranch, Phase II
Developer: Reynolds Ranch Partners
Engineer: Phillippi Engineering

Acres: 2.00
Date: 8/4/10

TOTAL COST OF PROJECT IMPROVEMENTS						A. DEVELOPER COST		B. COST OF CITY-FUNDED FACILITIES TO BE BUILT BY DEVELOPER	
Item	Description	Quantity	Unit	Price	Total	Quantity	Total	Quantity	Total
Street System									
1	Clearing & Grubbing	2.00	Acre	\$1,097.00	\$2,194.00	2.00	\$2,194.00	0	\$0.00
2	Compact Original Ground (0.50')	81,518	SF	0.20	16,303.60	42,677	8,535.40	38,841	7,768.20
3	Aggregate Base, Class II (0.70')	74,468	SF	1.00	74,468.00	42,677	42,677.00	31,791	31,791.00
4	Asphalt Concrete, Type B (0.60')	74,468	SF	2.10	156,382.80	42,677	89,621.70	31,791	66,761.10
5	Sawcut	1,355	LF	3.00	4,065.00	0	0.00	1,355	4,065.00
6	Vertical Curb and Gutter	1,250	LF	24.00	30,000.00	1,250	30,000.00	0	0.00
7	Sidewalk	3,190	SF	6.00	19,140.00	3,190	19,140.00	0	0.00
8	Curb Return, including Handicap Ramp	4	EA	2,742.00	10,968.00	4	10,968.00	0	0.00
9	Mid Block Ramp	2	EA	2,743.00	5,486.00	2	5,486.00	0	0.00
10	Median Curb	1,462	LF	22.00	32,164.00	0	0.00	1,462	32,164.00
11	Sidewalk Barricade	2	EA	548.00	1,096.00	2	1,096.00	0	0.00
12	Remove Existing Pavement	26,523	SF	7.00	185,661.00	11,170	78,190.00	15,353	107,471.00
13	Street Lights (Mast Type 250 Watt)	8	EA	2,742.00	21,936.00	8	21,936.00	0	0.00
14	Street Signs	22	EA	494.00	10,868.00	22	10,868.00	0	0.00
15	Traffic Striping	7,628	LF	1.00	7,628.00	4,372 ⁽¹⁾	4,371.54	3,256	3,256.46
16	Signalized Intersection	3	EA	329,007.00	987,021.00	2.5	822,517.50	0.5	164,503.50
17	Landscape & Irrigation	5,646	SF	11.00	62,106.00	5,646	62,106.00	0	0.00
18	Median Landscape & Irrigation	10,107	SF	11.00	111,177.00	0	0.00	10,107	111,177.00
19	Temporary Swale	660	LF	5.00	3,300.00	660	3,300.00	0	0.00
20	Erosion Control	2.00	Acre	2,193.00	4,386.00	1.15 ⁽¹⁾	2,513.58	0.85	1,872.42
					Subtotal		\$1,746,350.40	Subtotal Street System	\$530,829.68
								10% Engineering & Administration	53,082.97
								Total Street System	\$583,912.64
Storm Drain System									
1	12" Storm Drain Pipe (PVC)	739	LF	\$38.00	\$28,082.00	739	\$28,082.00	0	\$0.00
2	15" Storm Drain Pipe (PVC)	509	LF	49.00	24,941.00	509	24,941.00	0	0.00
3	18" Storm Drain Pipe (PVC)	55	LF	60.00	3,300.00	55	3,300.00	0	0.00
4	48" Storm Drain Manhole	4	EA	3,290.00	13,160.00	4	13,160.00	0	0.00
5	Side Inlet Catch Basin	6	EA	2,193.00	13,158.00	6	13,158.00	0	0.00
6	Connect to Existing Storm Drain	2	EA	5,483.00	10,966.00	2	10,966.00	0	0.00
					Subtotal		\$93,607.00	Subtotal Storm Drain System	\$0.00
								10% Engineering & Administration	0.00
								Total Storm Drain System	\$0.00

TOTAL COST OF PROJECT IMPROVEMENTS						A. DEVELOPER COST		B. COST OF CITY-FUNDED FACILITIES TO BE BUILT BY DEVELOPER	
Item	Description	Quantity	Unit	Price	Total	Quantity	Total	Quantity	Total
Water System									
1	10" Recycled Water Pipe (PVC)	1,321	LF	\$49.00	\$64,729.00	1,321	\$64,729.00	0	\$0.00
2	8" Water Valve	1	EA	\$1,316.00	\$1,316.00	1	\$1,316.00	0	\$0.00
3	10" Water Valve	3	EA	\$1,645.00	\$4,935.00	3	\$4,935.00	0	\$0.00
4	Temporary Blow Off Valve	1	EA	\$439.00	\$439.00	1	\$439.00	0	\$0.00
5	Fire Hydrant Assembly	5	EA	3,290.00	16,450.00	5	16,450.00	0	0.00
6	Hot Tap and Valve	5	EA	5,483.00	27,415.00	5	27,415.00	0	0.00
7	Landscape Service	3	EA	932.00	2,796.00	2	1,864.00	1	932.00
					Subtotal		\$118,080.00	Subtotal Water System	\$932.00
						Subtotal	\$117,148.00	10% Engineering & Administration	93.20
								Total Water System	\$1,025.20
					Total	Total	\$1,426,275.72	Total	\$584,937.84
Total Construction Cost Subject to Engineering Fee Calculation (A. Developer Cost)							\$1,426,275.72		\$584,937.84
Contingencies (10% of Construction Costs)							\$142,627.57		\$58,493.78
Construction Engineering & Staking @ 3% ±							47,096.70		\$19,268.37
As-built Plans & Certifications							\$2,000.00		\$0.00
TOTAL COST FOR ENGINEERING FEE CALCULATION						A. Total	\$1,618,000.00	B. Total	\$662,700.00

(1) Prorated based on proportionate share of AC costs

TOTAL IMPROVEMENT SECURITY AMOUNTS:

Faithful Performance:	100% of A & B	\$2,280,700.00
Labor & Materials:	50% of A & B	\$1,140,350.00

IMPROVEMENT AGREEMENT
for the
PUBLIC IMPROVEMENTS
for
REYNOLDS RANCH PHASE 2 - ONSITE

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City", and REYNOLDS RANCH PARTNERS, INC., hereinafter referred to as "Developer", and GENERAL CONTRACTOR, hereinafter referred to as "Developer's Contractor".

RECITALS:

Developer has presented to City for approval public improvement plans for the Reynolds Ranch, Phase 2 development, hereinafter called "project", along with the legal descriptions and exhibits for the necessary easement dedications which will be provided under separate instruments.

Developer has requested issuance of the building permit (B10-0432) prior to the construction and completion of public improvement as a condition of approval of the construction of site preparation for the Reynolds Ranch Shopping Center and completion of public improvements, including all public ways and public utility facilities which are a part of or appurtenant to the project, all in accordance with and as required by the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of project, which plans and specifications are now on file in the office of and endorsed with the approval of the Public Works Director or his designee.

The City will issue to Developer the building permit on the condition that Developer first enter into and execute this agreement with City and meet other City code requirements pertaining to building permit issuance.

Developer's Contractor is made a party to this agreement solely to secure the Faithful Performance Bonds and Labor and Materials Bonds referred to in Paragraph 12. Developer's Contractor has no other obligations under this agreement.

This agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and Title 15 and 16 of the Lodi City Code.

NOW THEREFORE, for and in consideration of the acceptance of the dedications offered, and in order to insure satisfactory performance by Developer of Developer's obligations under State law and City code, the parties agree as follows:

1. Performance of Work by Developer

Developer will do and perform, or cause to be done and performed at Developer's own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of the Public Works Director, all of the work and improvements as shown on the approved improvement plans for the project, Drawing Nos. 010D003-01 through 010D003-14, which are on file in the Public Works Department.

2. Development Changes

Developer shall also perform all work and furnish all materials necessary to comply with any changes required by the Public Works Director, which, in his opinion, are necessary or required to complete the work in conformance with City Standards or are the result of changed conditions.

3. Performance of Work by City

Prior to the issuance of the building permit by the City, it is agreed that the Developer shall deposit with the City the amount of money shown as the "Developer Cost" on Billing Schedule attached hereto and by this reference made a part hereof.

Developer shall also pay all additional costs for work performed by City forces deemed by the Public Works Director necessary to complete the work under this agreement in conformance with City Standards.

4. Development Impact Mitigation Fees

Development Impact Mitigation Fees for water, wastewater capacity, street improvements, storm drain, police, fire and general City facilities are required for this project. The fees shall be paid in conformance with the terms of the Development Agreement by and Between the City of Lodi and San Joaquin Valley Land Company, LLC recorded as Document No. 2006-268372 in the Official Records of San Joaquin County. In conformance with LMC 15.64.050, the fees are automatically adjusted on January 1 of each year.

5. Street and Public Utility Easement Dedications

Developer shall acquire, without cost to the City of Lodi, street, public utility and temporary construction easements to the approval of the Public Works Director to allow construction of street and public utility improvements shown on the approved plans for the project. The Developer's engineer shall provide the legal descriptions, with exhibits showing the location of each dedication, for review and approval by the City. City staff will prepare the easement deeds. Developer shall have the deeds executed by the property owners, notarized and returned to the City for recordation.

6. Work; Time for Commencement and Performance

Developer shall, within 365 calendar days from the date of this agreement, perform or cause to be performed all work and/or improvements described under this agreement. At least 15 calendar days prior to the commencement of work hereunder, Developer shall notify the Public Works Director of the date fixed by Developer for commencement thereof so that City can provide inspection services.

7. Time Extension

Time is of the essence of this agreement. The City may extend the time for completion of the improvements hereunder under the terms of an addendum to this agreement which shall be approved by the City Manager. Any such extension may be granted without notice to the Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure the faithful performance of this agreement. The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

8. Record Drawings and Certifications

Prior to acceptance of the project improvements, the Developer shall have provided record drawings and certifications as described in the City of Lodi Public Improvement Design Standards.

9. Permits; Compliance with Law

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law.

10. Superintendence by Developer

Developer shall give personal superintendence to the work on said improvement, or have a competent agent, foreman or superintendent, satisfactory to the Public Works Director, on the work at all times during progress, with authority to act for Developer.

11. Inspection by City

Developer shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work. Inspections will be provided during normal working hours. Developer will be billed for inspections on work performed on weekends, holidays and overtime. Developer shall also pay all additional costs incurred by City for soils and materials testing and/or inspection services required as a part of City inspection activities.

12. Contract Security

Concurrently with the execution hereof, Developer's Contractor shall furnish Improvement Security of at least 100% of the estimated cost of public improvements plus deferred fees and engineering costs of surveying, record drawings and certifications as security for the faithful performance of this agreement and repair or replacement of defective work under Paragraph 16 following; and an amount equal to at least 50% of the above costs as security for the payment of all persons performing labor and furnishing materials in connection with this agreement as more fully described in the State Subdivision Map Act.

The City has determined these security amounts to be as follows:

Faithful Performance	\$380,000.00
Labor and Materials	\$190,000.00

13. Warranty Security

~~Prior to acceptance of the project improvements by the City, Developer shall furnish Warranty Security of at least 10% of the total cost of the public improvements as security for repair or replacement of defective work under Paragraph 18 following.~~ The warranty period for repair or replacement of defective work shall be two (2) years following the date of acceptance of the improvements. If any portion of the project receives partial acceptance during the course of construction, the warranty period for all required project improvements shall commence upon the date of final acceptance for the entire project.

14. Hold-Harmless Agreement

Developer hereby agrees to, and shall, hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer's or Developer's contractors', subcontractors', agents' or employees' operations under this agreement, whether such operations be by Developer or by any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors. Developer agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

- A. That City does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in Paragraph 15 hereof.

- B. That the aforesaid hold-harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the project, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. Developer's Insurance

Developer shall not commence work under this agreement until Developer shall have obtained all insurance required under this paragraph, nor shall Developer allow any contractor or subcontractor to commence work on Developer's contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

A. Compensation Insurance

Developer shall maintain, during the life of this agreement, Worker's Compensation Insurance for all Developer's employees employed at the site of improvement, and in case any work is sublet, Developer shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractors' or subcontractors' employees, unless such employees are covered by the protection afforded by Developer. Developer hereby indemnifies City for any damage resulting to it from failure of either Developer or any contractor or subcontractor to take out or maintain such insurance.

B. Comprehensive General and Automobile Insurance

Developer shall take out and maintain during the life of this agreement such insurance as shall insure City, its elective and appointive boards, commissions, officers, agents and employees, Developer and any contractor or subcontractor performing work covered by this agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise on the project property, including any public streets or easements, from Developer's or any contractors' or subcontractors' operations hereunder, whether such operations be by Developer or any contractor or subcontractor or by anyone directly or indirectly employed by either Developer or any contractor or subcontractor, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$2,000,000 Bodily Injury - Each Occurrence/Aggregate
\$2,000,000 Property Damage - Each Occurrence/Aggregate
or
\$2,000,000 Combined Single Limit

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$2,000,000 Bodily Injury - Each Person
\$2,000,000 Bodily Injury - Each Occurrence
\$2,000,000 Property Damage - Each Occurrence
or
\$2,000,000 Combined Single Limit

Developer must have comprehensive automobile liability only if Developer's vehicles are used on-site.

NOTE: Developer agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

"Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

A. Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents and employees as additional named insured insofar as work performed by the insured under written contract with the City of Lodi. This endorsement shall be on the form furnished by the City and shall be included with Developer's policies.

B. Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the additional insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

C. Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

16. Evidence of Insurance

Developer shall furnish City, concurrently with the execution hereof, with satisfactory evidence of the insurance required and evidence that each carrier is required to give City at least 30 days prior notice of the cancellation or reduction in coverage of any policy during the effective period of this agreement. The address of the City of Lodi must be shown on the certificate of insurance, i.e., City of Lodi, 221 West Pine Street, Lodi, CA 95240.

17. Title to Improvements

Title to, and ownership of, all public improvements constructed hereunder by Developer shall vest absolutely in City upon completion and acceptance of such public improvements by City.

18. Repair or Reconstruction of Defective Work

If, within a period of two (2) years after final acceptance by City of the work performed under this agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this agreement, including the mitigation measures for dust and erosion control, fails to fulfill any of the requirements of this agreement plans and specifications referred to herein, Developer and Developer's Contractor surety shall, without delay and without cost to City, repair or replace or reconstruct any defective or otherwise

unsatisfactory part or parts of the work or structure. Should Developer or Developer's Contractor surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs plus 15% for administration and overhead costs.

19. Repair or Replacement of City-owned Bypass Meter Assemblies

The Developer is required by the City to install bypass meter assemblies in conjunction with the installation of water mains in the City of Lodi. The City will supply these assemblies upon receipt of a deposit in the amount of \$5,000.00 for each assembly required. The purpose of the deposit is to guarantee the return of the assembly in good condition and fulfillment of the other obligations shown in the City's Policies and Procedures entitled "Metering Water Usage of New Water Mains Requiring Temporary Bypasses", a copy of which is attached hereto and made a part hereof.

20. Mud, Debris, Dust and Erosion

Developer agrees and covenants not to permit mud or other debris to be tracked from the construction site or elsewhere onto City or County streets or onto private property without express permission. Developer further agrees not to cause damage to City or County streets.

Should any mud or debris be deposited in City or County streets or any damage caused to City or County streets, the Developer shall have the same removed or repaired forthwith, and if not removed or repaired upon notice within a specified time, the City shall cause the same to be removed or repaired and the Developer shall be charged for the cost of said removal or repairs.

The Developer, Developer's contractor and/or agents shall be responsible so no dust or erosion problems are created during construction, including installation of telephone, electrical, cable television and gas facilities. Developer's responsibility for dust and erosion control shall extend to include a period of one year from the date of final acceptance by the City of the work performed under this agreement.

If a dust or erosion problem arises during development or within a period of one year from the date of final acceptance by the City of the work performed under this agreement, including but not limited to installation of telephone, electrical, cable television, and/or gas facilities, and has not, after notice, been abated by Developer within a specified period of time, the City shall cause the same to be controlled, and the Developer shall be charged with the cost of said control.

21. Fire Protection During Construction

Fire protection facilities approved by the Fire Chief, including all-weather access road and an approved water supply capable of supplying the required fire flow, shall be installed and made serviceable in accordance with the City fire code prior to and during the time of building construction. The above may be modified when alternate methods of protection approved by the Fire Chief are provided.

22. Protection of Existing Improvements

Damage to any existing improvements or private or public utility lines installed or being installed which damage occurs during the onsite and offsite construction required of Developer shall be the absolute responsibility and liability of Developer. In other words, it shall be the Developer's responsibility to pay for damage to existing improvements and public or private utilities within the development. Damage to any existing facilities outside

the limits of the project area damaged as part of the construction of the required project improvements is also the Developer's responsibility.

23. Dwelling Occupancy

The City will not allow occupancy of any building or structure within the project until all public improvements have been approved and accepted by the Public Works Department per established City policy and other requirements of the City codes have been met. If building is started prior to acceptance of the improvements, it is the Developer's responsibility to inform all prospective purchasers that occupancy will not be permitted until said fees are paid and public improvements are so accepted.

24. Developer Not Agent of City

Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this agreement.

25. Notice of Breach and Default

If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the Developer should be adjudged bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this agreement, the Public Works Director or City Council may serve written notice upon Developer and Developer's Contractor's surety of breach of this agreement, or any portion thereof, and the default of Developer.

26. Breach of Agreement; Performance by Surety or City

In the event of any such notice, Developer's Contractor's surety shall have the duty to take over and complete the work and the improvements herein specified; provided however, that if the surety, within five days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within 5 days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's Contractor's surety shall be liable to City for any excess cost or damage occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefor.

27. Notices

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

F. Wally Sandelin,
Public Works Director
221 West Pine Street
P. O. Box 3006
Lodi, CA 95241-1910

Notices required to be given to Developer shall be addressed as follows:

Notices required to be given to Developer's agent shall be addressed as follows:

Notices required to be given to Developer's Contractor shall be addressed as follows:

Notices required to be given to Developer's Contractor surety shall be addressed as follows:

Provided that either party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

28. Execution

In Witness Whereof, Developer, Developer's Contractor and City have caused their names to be hereunto affixed and the City of Lodi has caused its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized.

REYNOLDS RANCH PARTNERS, INC.

Date

DEVELOPER'S CONTRACTOR

Date

(CORPORATE SEAL)

CITY OF LODI, A MUNICIPAL CORPORATION

By: _____
Konradt Bartlam, Interim City Manager

Date

ATTEST:

Randi Johl, City Clerk

Date

APPROVED AS TO FORM:

D. Stephen Schwabauer, City Attorney



COST ESTIMATE
FOR
IMPROVEMENT SECURITY

Development: Reynolds Ranch
Developer: RPM Company
Engineer: RSC Engineering

Acres: 51.60
Date: 7/27/10

TOTAL COST OF PROJECT IMPROVEMENTS ⁽¹⁾						DEVELOPER COST	
Item	Description	Quantity	Unit	Price	Total	Quantity	Total
Off Site Improvements							
1	Commercial Driveway	2	EA	5,483.00	10,966.00	2	10,966.00
2	Handicap Ramps	4	EA	2,193.00	8,772.00	4	8,772.00
3	7' Sidewalk (Reynolds Ranch Parkway)	4,550	SF	6.00	27,300.00	4,550	27,300.00
4	Sidewalk Barricade	1	EA	548.00	548.00	1	548.00
Subtotal					\$47,586.00	Subtotal	\$47,586.00
Water System							
Reynolds Ranch Onsite Public Improvements							
1	10" Water Pipe PVC	4,900	LF	\$49.00	\$240,100.00	4,900	\$240,100.00
2	10" Water Valve	15	EA	1,645.00	24,675.00	15	24,675.00
3	Remove Existing 10" Water Pipe	300	LF	25.00	7,500.00	300	7,500.00
4	Connect to Existing	3	EA	5,483.00	16,449.00	3	16,449.00
Subtotal					\$288,724.00	Subtotal	\$288,724.00
Total					\$336,310.00	Total	\$336,310.00
Total Construction Cost Subject to Engineering Fee Calculation (A. Developer Cost)							\$336,310.00
Contingencies (10% of Construction Costs)							\$33,631.00
Construction Engineering & Staking @ 3% ±							\$10,059.00
TOTAL COST FOR ENGINEERING FEE CALCULATION						Total	\$380,000.00

TOTAL IMPROVEMENT SECURITY AMOUNTS:

Faithful Performance: 100% of A & B	\$380,000.00
Labor & Materials: 50% of A & B	\$190,000.00

⁽¹⁾ Costs for most items are based on bid prices from RSC Engineering provided by Developer .

⁽²⁾ Estimate based on quantities, bid prices and estimates available at this time. Actual costs to be funded by City shall be determined as stipulated in the Improvement Security Agreement.

IMPROVEMENT SECURITY
Faithful Performance Bond

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Lodi, a municipal corporation, hereinafter designated "City", and GENERAL CONTRACTOR, hereinafter designated "Principal," have entered into an agreement dated _____, whereby Principal agrees to install and complete certain designated public improvements and pay appropriate development impact mitigation fees within 365 CALENDAR DAYS FROM THE DATE OF THE AGREEMENT, in the development known as Reynolds Ranch, Phase 2 - Onsite. This agreement is on file in the office of the Public Works Director of the City of Lodi, and is referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and _____, as surety, are held and firmly bound unto the City in the penal sum of THREE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$380,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the work to be performed or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on

SURETY:

PRINCIPAL:

by: _____

Attorney-in-fact

Agent

Address

Address

APPROVED AS TO FORM: _____

City Attorney

IMPROVEMENT SECURITY
Labor and Materials Bond

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Lodi, a municipal corporation, hereinafter designated "City," and GENERAL CONTRACTOR, hereinafter designated "Principal," have entered into an agreement dated _____ whereby Principal agrees to install and complete certain designated public improvements and pay appropriate development impact mitigation fees within 365 CALENDAR DAYS FROM THE DATE OF THE AGREEMENT, in the development known as Reynolds Ranch, Phase 2. This agreement is on file in the office of the Public Works Director of the City of Lodi, and is referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned as corporate surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid improvements and referred to in the aforesaid Code of Civil Procedure in the sum of ONE HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$190,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the work to be performed or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on

_____.

SURETY:

PRINCIPAL:

by: _____

Attorney-in-fact

Agent

Address

Address

APPROVED AS TO FORM: _____

City Attorney

RESOLUTION NO. 2010-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
IMPROVEMENT AGREEMENTS FOR PUBLIC IMPROVEMENTS
FOR REYNOLDS RANCH, PHASE II, OFFSITE AND ONSITE
IMPROVEMENTS, DIRECTING THE CITY MANAGER AND CITY
CLERK TO EXECUTE THE AGREEMENTS ON BEHALF OF THE
CITY OF LODI, AND FURTHER APPROVING NO-PARKING ZONES
ON ALL OF REYNOLDS RANCH PARKWAY AND HARNEY LANE
FROM STOCKTON STREET TO REYNOLDS RANCH PARKWAY

=====

WHEREAS, the developer of Reynolds Ranch, Phase II, Reynolds Ranch Partners, Inc., has furnished the City with improvement plans and the necessary agreements for the proposed project; and

WHEREAS, the developer's contractor has been added to the Improvement Agreement to furnish the bonding for the developer. The developer's contractor will be determined by September 1, 2010, at which time the developer's contractor will furnish the necessary bonds and complete the Improvement Agreement; and

WHEREAS, the offsite public improvements include the installation of storm drain improvements, landscape and irrigation in the median, curb, gutter, sidewalk and street pavement improvements and installation of signalized intersections. The onsite improvements include the installation of a public water main and sidewalk and driveway improvements; and

WHEREAS, the no-parking zones will cover both the east and west sides of Reynolds Ranch Parkway (approximately 3,700 feet of roadway) and both north and south sides of Harney Lane from Stockton Street to Reynolds Ranch Parkway (approximately 1,900 feet of roadway). The additional no-parking zones are required to accommodate the proposed roadway improvements; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Improvement Agreements with Reynolds Ranch Partners, LLC, for offsite and onsite Public Improvements for Reynolds Ranch, Phase II, located on Harney Lane between Stockton Street and Highway 99, as shown on Exhibit A attached, subject to Reynolds Ranch Partners, LLC providing a contractor who supplies the required improvement bonds; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize and direct the City Manager and City Clerk to execute the Improvement Agreements on behalf of the City of Lodi if the above bonding requirement is met; and

BE IT FURTHER RESOLVED that the City Council does hereby approve no-parking zones on all of Reynolds Ranch Parkway and Harney Lane from Stockton Street to Reynolds Ranch Parkway.

Dated: August 18, 2010

=====

I hereby certify that Resolution No. 2010-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 18, 2010, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Amendments to the San Joaquin Council of Governments Joint Powers Agreement

MEETING DATE: August 18, 2010

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Adopt resolution approving amendments to the San Joaquin Council of Governments Joint Powers Agreement.

BACKGROUND INFORMATION: At its regularly scheduled meeting of June 24, 2010, the San Joaquin Council of Governments (SJCOG) Board of Directors adopted Resolution 10-041 approving an amendment to the Joint Powers Agreement (JPA). The SJCOG staff report and resolution are attached.

The amendment replaces the San Joaquin County Auditor-Controller and Treasurer with the SJCOG Chief Financial Officer except for those activities related to the Transportation Development Act, which, by California statute, must remain with the County Auditor-Controller and Treasurer.

Pursuant to the SJCOG JPA, the agreement may be amended only after parties to the agreement who represent both a majority of the parties and at least 55 percent of the population of San Joaquin County, based upon the latest population estimates of the California Department of Finance, approve the amendments.

SJCOG requests that the City Council approve the amendment before August 31, 2010.

FISCAL IMPACT: None

FUNDING AVAILABLE: Not applicable.

Jordan Ayers
Deputy City Manager

JA/ja
Attachments

APPROVED: _____
Konradt Bartlam, Interim City Manager



SAN JOAQUIN COUNCIL OF GOVERNMENTS

555 E. Weber Avenue • Stockton, California 95202

209.235.0600 • 209.235.0438 (fax)

www.sjco.org

July 7, 2010

RECEIVED

JUL 09 2010

CITY MANAGER'S OFFICE

Larry Hansen
CHAIR

Ann Johnston
VICE CHAIR

Andrew T. Chesley
EXECUTIVE DIRECTOR

Member Agencies

CITIES OF
ESCALON,
LATHROP,
LODI,
MANTECA,
RIPON,
STOCKTON,
TRACY,
AND
THE COUNTY OF
SAN JOAQUIN

Mr. Rad Bartlam
City of Lodi
P.O. Box 3006
Lodi, CA 95241

Dear Mr. Bartlam:

At its regularly scheduled meeting on June 24, 2010, the San Joaquin Council of Governments (SJCOG) Board of Directors adopted Resolution # 10-041 approving an amendment to the SJCOG Joint Powers Agreement (JPA). Both the staff report and resolution are attached as well as a complete copy of the amended JPA.

This amendment replaces the San Joaquin County Auditor-Controller and Treasurer with the SJCOG Chief Financial Officer. The SJCOG CFO will undertake all the activities of the Auditor-Controller and Treasurer except those related to the Transportation Development Act, which, by California statute, must remain with the San Joaquin County Auditor-Controller and Treasurer.

Prior to the Board's action, the proposed amendment was reviewed by the Management & Finance, Citizen's Advisory and Executive Committees with all supporting the proposal. This change in the JPA has the concurrence of both the San Joaquin County Auditor-Controller and the County Treasurer. Additionally, in May, the Board was presented with the proposed amendment and directed SJCOG to bring the amendment forward for adoption.

Pursuant to the SJCOG JPA, the Agreement may be amended only after Parties (to the agreement i.e., the cities and county) who represent both a majority of the Parties and at least 55% of the population of San Joaquin County, based upon the latest population estimates of the California Department of Finance, approve the amendments.

Enclosed is a copy of the proposed amended and restated SJCOG JPA. Upon ratification, please have your designated officials execute the appropriate signature blocks located at the end of the document. This document will be executed in multiple counterparts, therefore, once your action is taken, please send the executed page to SJCOG, to the attention of Rebecca Montes. After all parties have acted, a complete document with all signature pages will be provided to you.

SJCOG staff would be pleased to appear before your policymakers to answer any questions they might have regarding this matter. **We request ratification prior to August 31, 2010.** Please let me know when this will be on your agenda so we can be available to attend your meeting. If you have any questions regarding this matter, don't hesitate to contact me or Steve Dial, Deputy Executive Director/CFO, at 235-0600.

Thank you for your assistance.

Sincerely,



ANDREW T. CHESLEY
Executive Director

Enclosures: R-10-041
SJCOG Staff Report
Amended and Restated JPA

**AMENDED AND RESTATED
JOINT POWERS AGREEMENT
ESTABLISHING THE SAN JOAQUIN COUNCIL
OF GOVERNMENTS**

THIS AGREEMENT is entered into as of June 24, 2010, by and between the incorporated cities of Escalon, Manteca, Lathrop, Lodi, Ripon, Stockton, and Tracy, all municipal corporations and the County of San Joaquin, a political subdivision of the State of California. The municipal corporations are sometimes referred to individually as "City" and collectively as "Cities." The County of San Joaquin is sometimes referred to as "County." The Cities and County are sometimes referred to individually as a "Party" and collectively as "Parties."

WITNESSETH:

1. RECITALS.

1.1. Common Power. Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code authorizes two (2) or more public agencies to jointly exercise any power common to them.

1.2. Common Authority. The City of Stockton, by virtue of its charter and the Cities of Escalon, Lathrop, Lodi, Manteca, Ripon, Tracy, and the County of San Joaquin, by virtue of California Government Code Section 65600 through 65604, inclusive, possess in common the authority:

1.2.1. To study, discuss, and develop solutions to area-wide problems of direct concern to the performance of their constitutional and statutory functions and to establish an area planning organization and expend public funds for these purposes.

1.2.2. To do all acts necessary to participate in federal programs and receive federal funds for health, education, welfare, public works, and community improvement activities, including contracting and cooperating with other agencies.

1.3. Orderly Development. The people residing within the incorporated and unincorporated areas of San Joaquin County have an interest in the orderly development of their communities.

1.4. Independent Agency. The continued growth and extensive development within the incorporated and unincorporated areas of San Joaquin County evidenced a need to create a wholly independent regional agency capable of dealing with area-wide issues and problems.

1.5. Predecessor. The foregoing need led to the creation and establishment of the SAN JOAQUIN COUNCIL OF GOVERNMENTS on July 1, 1970.

1.6. Effects. The establishment of SAN JOAQUIN COUNCIL OF GOVERNMENTS (hereinafter referred to as "SJCOG") has:

1.6.1. Provided a forum to study and develop solutions to area-wide problems of mutual concern to the various governmental entities in San Joaquin County.

1.6.2. Provided efficiency and economy in governmental operations through the cooperation of member governments and the pooling of common resources.

1.6.3. Provided for the establishment of an agency responsible for identifying, planning, and developing solutions to regional problems requiring multijurisdictional cooperation.

1.6.4. Provided for the establishment of an agency capable of developing regional plans and policies and performing area-wide planning duties.

1.6.5. Facilitated cooperation among and agreement between local governmental bodies for specific purposes, interrelated developmental actions, and for the adoption of common policies with respect to issues and problems which are common to its members.

1.7. Amendment. The Cities of Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, and Tracy and the County of San Joaquin, at this time, desire to amend that certain joint powers agreement of March 1, 1991, as subsequently amended on December 7, 2000, and December 8, 2005, and enter into this Amended and Restated Agreement in order to establish the duties and powers of the SAN JOAQUIN COUNCIL OF GOVERNMENTS.

1.8. Transportation Authority. The County designated the SAN JOAQUIN COUNCIL OF GOVERNMENTS as the San Joaquin County Transportation Authority.

NOW, THEREFORE, it is mutually agreed as follows:

2. STATEMENT OF PURPOSE

The member Cities and the County have joined together to establish SJCOG for the following reasons:

2.1. Area-Wide Opportunities. A number of opportunities and issues within the area are either area-wide in nature or have area-wide aspects or implications, including, but not limited to transportation, air quality, land use, economic development, job creation, and the reduction of unemployment, the protection of agricultural productivity, and multi-species habitat management issues.

2.2. Need. There is a demonstrated need for the establishment of an organization of the Cities and the County within the area to provide a forum for study and development of recommendations to area-wide problems of mutual interest and concern to the Cities and the County and to facilitate the development of policies and action recommendations for the solution of problems.

2.3. Independent Review. The Cities and the County wish to create an area-wide organization which will independently review and make comments to the member Cities and the County regarding projects which receive federal or state funding.

2.4. Elected Officials. The Cities and the County believe that an area-wide planning organization, governed solely by elected officials from the Cities and the County, with a staff independent of any City or the County, is best suited for area-wide planning and review.

2.5. Area-Wide Problems. The Cities and the County, working together through this organization, can exercise initiative, leadership, and responsibility for solving area-wide problems.

2.6. Allocation of Resources. The Cities and the County share common area-wide problems and issues, and at the same time, have different needs and priorities and are affected in different ways by these common area-wide problems and issues. The resources of SJCOG should be allocated in a manner so that the needs of any portion of the area are not ignored, recognizing, however, that resources are limited and that not all needs can be met, nor all portions of the area assisted equally at any one time.

3. ESTABLISHMENT OF SJCOG

3.1. Continued Public Entity. Upon the effective date of this Agreement, the Parties hereto hereby continue the SAN JOAQUIN COUNCIL OF GOVERNMENTS, as a public entity separate and distinct from the Parties, as the agent to exercise the common powers provided for in this Agreement and to administer or otherwise execute this Agreement.

3.2. Functions. SJCOG is the successor entity to the Council Of Governments established in 1970, insofar as its predecessor entity has been designated, and insofar as legally authorized, it shall continue to function as:

3.2.1. The Area-wide Planning Organization (APO) as designated by the U.S. Department of Housing and Urban Development (HUD).

3.2.2. The Metropolitan Planning Organization (MPO) as designated by the U.S. Department of Transportation; pursuant to Title 23 of United States Code, Section 134 (23 USC 134) and Title 49 of the United States Code, Section 5303(b)(2).

3.2.3. The Regional Transportation Planning Agency (RTPA) as designated by the Secretary of Business and Transportation Agency of the State of California; pursuant to California Government Code Sections 65080, et seq.

3.2.4. The Airport Land Use Commission (ALUC) as designated by the Board of Supervisors of the County of San Joaquin and recognized by the State of California; pursuant to California Public Utilities Code, Section 21670(b).

3.2.5. The regional planning representative, as designated by the Parties hereto, for the purpose of acting upon any appropriate proposals which may be presented to the SJCOG Board of Directors for consideration, or which the SJCOG Board of Directors may elect to take up, and for transmission of proposed recommendations to Federal, State, and local agencies, including, but not limited to the member entities of SJCOG.

3.2.6. The San Joaquin County Transportation Authority as designated by the Board of Supervisors of San Joaquin County pursuant to Section 180000 of the California Public Utilities Code.

3.2.7. The Census Data Center as designated by the Bureau of the Census.

3.2.8. The Congestion Management Agency for San Joaquin County pursuant to California Government Code Sections 65088 and 65089 and Title 23 of the United States Code Section 134.

3.2.9. The Federal Clearinghouse to review federal grant applications under Section 6506 of Title 23 of the United States Code Annotated.

4. COOPERATION

The Parties to this Agreement pledge full cooperation and agree to assign representatives to serve as official members of the SJCOG Board or any committee or subcommittee thereof, which members shall act for and on behalf of their Cities or the County in any and all matters which shall come before SJCOG, subject to any necessary and legal approvals of their acts by the legislative bodies of the Cities and the County.

5. MEMBERSHIP

5.1. Board. SJCOG shall be governed by a Board of Directors, herein referred to as the SJCOG Board, which shall be comprised of:

5.1.1. One (1) member from each of the City Councils of Escalon, Lathrop, Lodi, Manteca, Ripon, and Tracy (with the Mayor an eligible member).

5.1.2. Three (3) members from the Stockton City Council (with the Mayor an eligible member).

5.1.3. Three (3) members of the Board of Supervisors of the County of San Joaquin.

5.1.4. Ex-officio non-voting members acting in an advisory capacity shall be:

5.1.4.1. The District Director from the State Department of Transportation, District X.

5.1.4.2. A member of the San Joaquin Regional Transit District Board of Directors.

5.1.4.3. A member of the Stockton Port District Board of Commissioners.

5.2. Appointment. Members shall be appointed by the governing body of each Party and shall serve at the pleasure of their appointing body or until their respective successors are appointed. Termination of a Party's mayor, councilperson, or supervisor status shall constitute automatic termination of that person's membership on the SJCOG Board. The appointing body of a Party may appoint a new member or alternate immediately upon any vacancy in the Party's representation.

5.3. Alternates. The governing body of each Party shall appoint alternate members to the SJCOG Board. During the absence of a regular member from any meeting of the SJCOG Board, the alternate shall be entitled to participate in all respects as a regular member of the SJCOG Board. All members and alternates shall be duly elected representatives of their respective City Councils or Board of Supervisors.

5.4. Quorum. A quorum for conducting all matters of business shall be seven (7) members. The affirmative vote of a least a majority of the quorum present shall be required for the approval of any matter.

5.5. Rules. The SJCOG Board shall adopt rules of procedure and shall establish a time and place for regular SJCOG meetings. At any meeting the SJCOG Board may consider matters it deems proper for carrying out the purposes of this

Agreement, subject to the provisions of California Government Code Section 54950 et seq.

5.6. Executive Committee. An Executive Committee shall be constituted from among the representatives of the Parties. The Executive Committee shall consist of five (5) members of the SJCOG Board elected by the SJCOG Board. One (1) member of the SJCOG Board shall be elected by the SJCOG Board to serve as the alternate member of the Executive Committee. During the absence of a regular member from any meeting of the Executive Committee, the alternate shall be entitled to participate in all respects as a regular member of the Executive Committee. The Chairperson of SJCOG shall be the Chairperson of the Executive Committee and shall serve on it as the representative of his/her jurisdiction. The Executive Committee shall have powers as are not inconsistent with this Agreement and as delegated to it by the SJCOG By-laws or the SJCOG Board.

5.7. Bylaws. The Bylaws of the SJCOG shall be those adopted following the adoption of this Amended and Restated Agreement by the SJCOG Board, and may thereafter be amended from time to time by the SJCOG Board.

6. POWERS AND FUNCTIONS

6.1. Specific Functions. SJCOG shall have the common power of the Parties hereto to establish, administer and operate area-wide programs, and in the exercise of that power, SJCOG is authorized in its own name to:

6.1.1. Employ an executive director as the chief administrative officer of the agency.

6.1.2. Employ agencies and employees and contract for professional services.

6.1.3. Make and enter into contracts.

6.1.4. Operate transportation and other services and facilities.

6.1.5. Undertake the planning, design and environmental clearance of transportation and other projects.

6.1.6. Cooperate with other agencies, counties and other local public agencies and participate in joint projects as necessary.

6.1.7. Acquire, hold, and convey real and personal property.

6.1.8. Incur debts, obligations, and liabilities.

6.1.9. Accept contributions, grants, or loans from any public or private agency or individual, or the United States or any department, instrumentality, or agency thereof, for the purpose of financing its activities.

6.1.10. Invest money that is not needed for immediate necessities, as the Board determines advisable, in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the California Government Code.

6.1.11. Have appointed board members and ex-officio board members serve with or without compensation from the SJCOG.

6.1.12. Sue and be sued, in its own name only, but not in the name or stead of any member entity.

6.1.13. Make loans to Parties for projects approved by the SJCOG Board on terms, and interest rates, and with security, as may be established by the SJCOG Board.

6.1.14. To operate, either directly by SJCOG employees, or by independent contractors, programs approved by the SJCOG Board, such as, but not limited to, ridesharing programs, freeway service patrol programs, and habitat conservation programs, including the maintenance and operation of habitat conservation lands.

6.1.15. To provide services, including operational services, outside San Joaquin County, if fully compensated for the services, or in cooperative projects involving other public agencies.

6.1.16. To do all other acts reasonable and necessary to carry out the purpose of this Agreement.

6.2. Limitation. The powers to be exercised by SJCOG are subject to the restrictions upon the manner of exercising the powers as are imposed upon the County of San Joaquin in the exercise of similar powers.

6.3. Funds. SJCOG shall be held strictly accountable for all funds received, held and disbursed by it.

7. EXECUTIVE DIRECTOR

7.1. Powers and Duties. The executive director shall be selected by, and shall serve at the pleasure of and upon the terms prescribed by the SJCOG Board. The powers and duties of the executive director are:

7.1.1. To serve as the chief administrative officer of SJCOG and to be responsible to the SJCOG Board for the proper administration of all SJCOG affairs.

7.1.2. To appoint, supervise, suspend, discipline or remove SJCOG employees subject to those policies and procedures, from time to time, adopted by the SJCOG Board.

7.1.3. To supervise and direct the preparation of annual budget for the SJCOG and be responsible for its administration after adoption by the SJCOG Board.

7.1.4. To formulate and present to the SJCOG Board plans for SJCOG's activities and the means to finance them.

7.1.5. To supervise the planning and implementation of all SJCOG's activities.

7.1.6. To attend all meetings of the SJCOG Board and act as the secretary to the SJCOG Board.

7.1.7. To prepare and submit to the SJCOG Board periodic financial reports and, as soon as practicable after the end of each fiscal year, an annual report of the activities of SJCOG for the preceding year.

7.1.8. To have custody and charge of all SJCOG property other than money and securities.

7.1.9. To perform other duties as the SJCOG Board may require in carrying out the policies and directives of the SJCOG Board.

8. FINANCING

8.1. Fiscal Year. The SJCOG fiscal year shall be July 1 through June 30.

8.2. Annual Budget. On or before April 1st, the SJCOG shall adopt a budget for the ensuing fiscal year to commence on July 1, and shall submit the same for ratification to the governing body of each Party. Upon ratification of the proposed budget of the legislative bodies of the Parties, and representing at least 55% of the population within the County, the budget shall serve as the approved budget for the fiscal year in carrying out the tasks within the approved work program for the year. Any amendments to the budget shall be approved by the SJCOG Board.

8.3. Support by Parties. Any Party to this Agreement, in the exercise of the reasonable discretion of its governing body, may, upon mutual consent of the Parties, provide support for the SJCOG, its staff, and its professional consultants, including providing the quarters, janitorial services and maintenance, supplies, printing and duplication, postage, telephone services, transportation services, and professional and technical assistance as may be necessary to enable SJCOG to perform its responsibilities. All assistance shall be provided on an at-cost basis.

8.4. Eminent Domain and Taxes. Under no circumstances shall the SJCOG be empowered to exercise the right of eminent domain nor to levy taxes except as provided in Section 8.5 below. SJCOG shall apply for available State or Federal support funds, and shall make new and additional applications from time to time as appropriate. If deemed necessary, the SJCOG Board may also establish and collect filing and processing fees in connection with matters to be considered by it.

8.5. Measure K. In its role as the San Joaquin County Transportation Authority, SJCOG shall be empowered to levy and expend tax revenues authorized in San Joaquin County Transportation Authority Ordinance #91-01 and approved as Measure K on November 6, 1990 by the voters of San Joaquin County. This empowerment shall exist so long as San Joaquin County Transportation Authority Ordinance #91-01 is in effect and shall terminate when all San Joaquin County Transportation Authority Ordinance #91-01 taxes have been levied and expended.

9. TREASURER

9.1. Treasurer. The SJCOG Chief Financial Officer shall be the Treasurer of SJCOG.

9.2. Duties. The Treasurer shall:

9.2.1. Receive and receipt all money of SJCOG and place it in a designated financial institution approved by the SJCOG Board of Directors to the credit of SJCOG.

9.2.2. Be responsible upon his/her official bond for the safekeeping and disbursement of all SJCOG money held by the Treasurer.

9.2.3. Pay, when due, out of money of SJCOG, all sums payable on outstanding bonds and coupons of SJCOG.

9.2.4. Pay any sums due from SJCOG, from SJCOG's funds or any portion thereof, upon warrants of the SJCOG Auditor - Controller designated herein.

9.2.5. Verify and report in writing as soon as possible after the first day of July, October, January, and April of each year to SJCOG the amounts of monies the Treasurer holds for SJCOG, the amount of receipts since the Treasurer's last report, and any interest accrued to those funds.

10. AUDITOR - CONTROLLER

10.1. Auditor - Controller. The SJCOG Chief Financial Officer shall be the Auditor - Controller for the SJCOG.

10.2. Warrants. The Auditor - Controller shall draw warrants to pay demands against SJCOG when the demands have been approved by the SJCOG Board and/or the SJCOG Executive Director. The Auditor - Controller shall be responsible on his/her official bond for the Auditor - Controller's approval of disbursement of SJCOG money.

10.3. Records. The Auditor - Controller shall keep and maintain records and books of account on the basis of generally accepted accounting practices. The books of account shall include records of assets, liabilities, and contributions made by each Party to this Agreement.

10.4. Audit. The Auditor - Controller shall make available all financial records of SJCOG to a certified public accountant or public accountant contracted by SJCOG to make an annual audit of the accounts and records of SJCOG. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code and shall conform to generally accepted auditing standards.

11. BOND REQUIREMENTS

The executive director and other employees of SJCOG as may be designated by the SJCOG Board, shall file with SJCOG an official fidelity bond in a penal sum determined by the Board as security for the safekeeping of SJCOG property entrusted to the employee. Premiums for the bonds shall be paid by SJCOG.

12. PARTIES' LIABILITY

The debts, liabilities, and obligations of SJCOG shall not be debts, liabilities or obligations of the Parties to this Agreement either singly or collectively.

13. ASSIGNABILITY

With the approval of, and upon the terms agreed upon by, the governing body of each Party to this Agreement, all or any of the rights and property subject to this Agreement may be assigned to further the purpose of this Agreement. Provided, however, no right or property of SJCOG shall be assigned without compliance with all conditions imposed by any state or federal entity from which SJCOG has received financial assistance.

14. WITHDRAWAL OF A PARTY

14.1. Withdrawal Procedure. A Party to this Agreement may, at any time, withdraw from SJCOG, following 90 days notice to SJCOG and all other Parties of SJCOG, by resolution of intent to withdraw adopted by the governing board of the withdrawing Party.

14.2. Obligations. Upon the effective date of the withdrawal the Party shall cease to be bound by this Agreement, but shall continue to provide financial support through the approved percentage of planning funds provided COG, as Transportation Planning Agency under the provisions of Section 99233.2 of the Transportation Development Act. SJCOG assets representing any accumulated capital contribution of the withdrawing Party shall remain subject to SJCOG control, depreciation and use without compensation to the withdrawing Party until termination of this Agreement and distribution of SJCOG assets.

15. TERMINATION AND DISSOLUTION

15.1. No Specific Term. This Agreement shall continue in force without specific term.

15.2. Disestablishment. If, at any time, those Cities and County which are members of SJCOG contain less than 55% of the population residing within the area of San Joaquin County, based upon the latest available population estimates by the California Department of Finance, and there are less than a majority of local governments remaining as Parties of SJCOG, SJCOG shall be deemed disestablished and this Agreement shall cease to be operative except for the purpose of payment of any existing obligations.

15.3. Distribution. If this Agreement is terminated, all real and personal property owned by SJCOG shall be distributed to the Federal, State, or local funding agency or Party to this Agreement that supplied the property or whose funding provided for the acquisition of the property unless other distribution is provided by law. Should the origin of any real or personal property be undeterminable, that property shall be disbursed to the Parties to this Agreement in proportion to the size of the jurisdiction as delineated in the latest California Department of Finance estimate of population. This Agreement shall not terminate until all property has been distributed in accordance with this provision.

16. RETURN OF SURPLUS FUNDS

Upon termination of this Agreement, any surplus money on hand shall be returned to the Federal, State, or local agency or the Party to this Agreement that provided the funds.

17. ADDITIONAL MEMBERS

In addition to the Cities identified in this Agreement, any city within San Joaquin County which may hereafter be incorporated and which desires to participate in the activities of SJCOG may do so by executing this Agreement without the prior approval or ratification of the named Parties to this Agreement and shall thereafter be a Party to this Agreement and be bound by all terms and conditions of this Agreement as of the date it executes this Agreement.

18. SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the Parties.

19. SEVERABILITY

Should any part, term, portion, or provision of this Agreement be finally decided to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided the remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into in the first instance.

20. AMENDMENTS

This Agreement may be amended only after Parties who represent both a majority of the Parties and at least 55% of the population of San Joaquin County, based upon the latest population estimates of the California Department of Finance, approve the amendments.

21. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed will be deemed to be an original and all of which, taken together, will be deemed to be one and the same instrument.

22. TITLES AND HEADING.

The Section titles and the heading of this Agreement are for convenience only and shall not be used in interpreting this Agreement.

23. EFFECTIVE DATE OF AGREEMENT

This Amended and Restated Agreement shall become effective when the majority of the Cities and County representing more than 55% of the population of the County based upon the latest population estimates of the California Department of Finance, sign this Agreement. The population of the County for this purpose is the population of the unincorporated area.

///

///

///

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective offices as of:

APPROVED AS TO FORM

By: _____

Title: _____

ATTEST: _____
City Clerk

MAYOR Walt Murken

CITY OF ESCALON

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST: _____
City Clerk

MAYOR Kristy Sayles

CITY OF LATHROP

APPROVED AS TO FORM:

By: _____


Title: _____

ATTEST: _____
City Clerk

MAYOR **PHIL KATZAKIAN**

CITY OF LODI

*** Signatures Continued on Next Page ***

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST: _____

City Clerk

MAYOR Willie W. Weatherford

CITY OF MANTECA

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST: _____

City Clerk

MAYOR Chuck Winn

CITY OF RIPON

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST: _____

City Clerk

MAYOR Ann Johnston

CITY OF STOCKTON

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST: _____

City Clerk

MAYOR Brent H. Ives

CITY OF TRACY

APPROVED AS TO FORM:

By: _____

Title: _____

CHAIRMAN Carlos Villapudia

ATTEST: _____

SAN JOAQUIN COUNTY

County Clerk

Amended March 1, 1991
Amended December 7, 2000
Amended December 8, 2005
Amended June 24, 2010



RESOLUTION
SAN JOAQUIN COUNCIL OF GOVERNMENTS

RESOLUTION NO. R-10-41
SAN JOAQUIN COUNCIL OF GOVERNMENTS
RESOLUTION AMENDING THE JOINT POWERS AGREEMENT OF THE
SAN JOAQUIN COUNCIL OF GOVERNMENTS

WHEREAS, pursuant to Sections 9 and 10 of the San Joaquin Council of Governments Joint Powers Agreement dated December 8, 2005 (JPA), the County of San Joaquin Auditor-Controller and Treasurer acts as the Auditor/Controller/Treasurer of the San Joaquin Council of Governments (SJCOG);

WHEREAS, in May SJCOG staff presented to the Board the rationale for substituting the San Joaquin County Auditor/Controller and Treasurer for the SJCOG Chief Financial Officer in those capacities;

WHEREAS, with the exception of Transportation Development Act funds, San Joaquin County is not required to be the Auditor/Controller/Treasurer for SJCOG;

WHEREAS, pursuant to the Joint Powers Authority law, set forth at Government Code §§ 6500 *et seq.*, SJCOG has three options: (1) maintain the relationship with the San Joaquin County Auditor-Controller and Treasurer; (2) designate a certified public accountant to serve as Treasurer and San Joaquin County as Auditor-Controller; or (3) designate an employee or officer of SJCOG to serve as Auditor-Controller and Treasurer and hire an independent auditor to perform annual audits;

WHEREAS, SJCOG desires to designate the Chief Financial Officer as the Auditor-Controller and Treasurer of SJCOG and to hire an independent auditor to perform annual audits;

WHEREAS, Sections 9 and 10 of the JPA require amendment to reflect the changes discussed herein as shown in Attachment A;

WHEREAS, Section 20 of the JPA requires that any amendment to the JPA be approved by a majority of the parties to the JPA representing at least 55 percent of the population of San Joaquin County.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. SJCOG hereby designates the Chief Financial Officer as the Auditor-Controller and Treasurer of SJCOG.
2. SJCOG hereby approves the amendment to Sections 9 and 10 of the JPA as shown in Attachment A, effective upon approval by the parties to the JPA who represent both a

majority of the parties to the JPA and at least 55 percent of the population of San Joaquin County, based upon the latest population estimates of the California Department of Finance.

PASSED, APPROVED AND ADOPTED this 24th day of June, 2010 at a regular meeting of the San Joaquin Council of Governments by the following vote:

AYES: Councilman DeBrum, City of Manteca; Councilman Fritchen, City of Stockton; Councilman Haskin, City of Escalon; Mayor Johnston, City of Stockton; Vice Mayor Miller, City of Stockton; Mayor Sayles City of Lathrop; Supervisor Vogel, San Joaquin County; Mayor Winn, City of Ripon.

NOES: None.

ABSENT: Supervisor Bestolarides, San Joaquin County; Councilman Hansen, City of Lodi; Mayor Ives, City of Tracy; Supervisor Ornellas, San Joaquin County.



ANN JOHNSTON
Vice Chair

STAFF REPORT

SUBJECT: Amendment to San Joaquin Council of Governments Joint Powers Agreement Substituting the San Joaquin County Auditor-Controller and Treasurer with the San Joaquin Council of Governments' Chief Financial Officer in Those Capacities

RECOMMENDED ACTION: By Motion, the Board Adopts R-10-41 Adopting Amendment

BACKGROUND:

In May, SJCOG staff presented to the Board the rationale for substituting the San Joaquin County Auditor-Controller and Treasurer with the San Joaquin Council of Governments' Chief Financial Officer in those capacities. In summary, all parties agree this change is in the best interests of both San Joaquin County officers and SJCOG.

SJCOG staff, working with general counsel from Neumiller & Beardslee determined:

- With the exception of Transportation Development Act funds, the County is not required to be SJCOG's Treasurer/Auditor/Controller. SJCOG is responsible for administering TDA funds, but the Auditor-Controller and Treasurer have statutory responsibilities for accounting and depositing those funds.
- Pursuant to Joint Powers Authority law, there are three options available to SJCOG:
 1. Maintain the status quo
 2. Designate a certified public accountant to serve as Treasurer and San Joaquin County as Auditor-Controller
 3. Designate an employee or officer of SJCOG to serve as Auditor-Controller and Treasurer and hire an independent auditor to perform annual audits.

Options 1 and 2 do not resolve the issue. Option 1 is the status quo and Option 2 continues the relationship with the County Auditor-Controller.

Option 3 addresses the issue and is achievable. The SJCOG Deputy Executive Director is also the Chief Financial Officer and currently performs the internal role of Auditor-Controller. Additionally, he acts as Treasurer for all non-TDA funds receiving funds and directing expenditure and investments of funds. An independent auditor is retained annually to perform audits not only on SJCOG financial statements but TDA compliance.

The analysis by Neumiller & Beardslee is attached.

After presenting this proposal to both the Management and Finance Committee and the Executive Committee, receiving support from both committees, staff requested the Board direct staff to bring forward an amendment to the Joint Powers Agreement facilitating this change.

Attachment A shows the changes to sections 9 and 10 of the Joint Powers Agreement substituting the SJCOG Chief Financial Officer for the County Treasurer and Auditor-Controller. This amendment will also provide for the movement of funds from the County Treasury to a financial institution approved by the Board.

Following adoption by the Board, the amendment must be approved by a majority of the parties to the JPA representing at least 55% of the population of San Joaquin County.

FISCAL IMPACT

SJCOG currently reimburses the county through the county's cost allocation plan. As noted in amendment sections 9.3 and 10.5, this reimburse would cease thus saving SJCOG approximately \$5,000 annually. No additional staff will be required. The statutorily required independent audit is already undertaken annually therefore there will be no additional costs associated with that requirement.

RECOMMENDATION

That the Board adopt Resolution 10-41 adopting an amendment to the SJCOG Joint Powers Agreement making changes to sections 9 and 10 as identified in Attachment A.

RESOLUTION NO. 2010-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING AMENDMENTS TO THE SAN JOAQUIN
COUNCIL OF GOVERNMENTS JOINT POWERS
AGREEMENT

=====

WHEREAS, at its regularly scheduled meeting of June 24, 2010, the San Joaquin Council of Governments (SJCOG) Board of directors adopted resolution #10-041; and

WHEREAS, SJCOG resolution #10-041 replaces the San Joaquin County Auditor-Controller and Treasurer with the SJCOG Chief Financial Officer where allowed; and

WHEREAS, pursuant to the SJCOG Joint Powers Agreement, the agreement may be amended only after parties to the agreement representing both a majority of the parties and at least 55 percent of the population of San Joaquin County approve such amendment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby approve the amendments to the SJCOG Joint Powers Agreement as stated in SJCOG resolution #10-041.

Dated: August 18, 2010

=====

I hereby certify that Resolution No. 2010-_____as passed and adopted by the City Council of the City of Lodi in a regular meeting held August 18, 2010, by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2010-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Submit a Joint Application with Eden Housing Inc. to the State of California Department of Housing and Community Development for HOME Investment Partnerships Program Funding; and if Selected, the Execution of a Standard Agreement, any Amendments Thereto, and of any Related Documents Necessary to Participate in the HOME Investment Partnerships Program

MEETING DATE: August 18, 2010

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Adopt resolution authorizing the City Manager to submit a joint application with Eden Housing Inc. to the State of California Department of Housing and Community Development (HCD) for HOME Investment Partnerships Program funding; and if selected, the execution of a Standard Agreement, any amendments thereto, and of any related documents necessary to participate in the HOME Investment Partnerships Program.

BACKGROUND INFORMATION: The City of Lodi is working with Eden Housing, Inc., and its affiliate, Eden Development, Inc., toward the development of an affordable senior housing project in Lodi, at 2245 Tienda Drive. As noted during previous presentations to the City Council leading to the selection of the developer for this project, Eden Housing has more than 40 years' experience in the development and management of affordable housing projects.

Eden Housing is in the process of completing all the prerequisite work for the application, a draft of which is attached as Exhibit A. Once approved, the resolution authorizing the joint application will be included in that application. Once all supporting documentation has been compiled and incorporated into the application document, that application will be submitted to HCD prior to the September 1, 2010 deadline.

The maximum grant amount for HOME Project funds through HCD is \$5 million. In addition to the project funding, HCD allows State recipient agencies to request up to \$100,000 for program administration and project delivery costs. This is an amount above and beyond the requested project funding amount and is intended to cover the requesting agency's costs in administering the project funds and specific project delivery costs. This increases the maximum grant available to \$5.1 million.

While Eden Housing has determined that the City should request \$4.1 million in State HOME funds for the initial Phase I of the project, and another \$100,000 for the program administration and project delivery, it is a standard practice and recommended by HCD that the adopted resolution provide for funding up to the maximum grant amount available, which in this case is the \$5.1 million.

APPROVED: _____
Konradt Bartlam, Interim City Manager

FISCAL IMPACT:

The City will assume responsibility for administering these funds and has accordingly requested additional program administration and project delivery funding in this application to cover those costs.

FUNDING AVAILABLE:

HOME Program funding through State Housing and Community Development

Konradt Bartlam
Community Development Director

KB/jw

Attachment



**STATE OF CALIFORNIA
UNIVERSAL APPLICATION FOR THE
DEVELOPMENT OF AFFORDABLE RENTAL HOUSING**



UA Version 8/2/10

INSTRUCTIONS

1. Use this application form to apply for assistance for a multifamily rental housing development from CTCAC, CalHFA, HCD or CDLAC. A separate submission is required for each agency; please indicate which agency you are currently applying to in the top section of the next sheet, and revise this section for subsequent applications to other agencies. Also, please update the rest of the application to reflect changes in your development proposal.
2. In addition to this application form, each agency requires submission of program-specific documentation. Please review the checklists and instructions applicable to each program, located in each agency's website for specific requirements.
3. Areas intended for applicant entry are shaded in yellow. Instructions are included as Excel comments, such as the one to the right. To view these comments, hold your mouse over the red marks.
4. Some information carries over from one section to the next. If you start from the beginning "General" worksheet and continue in order, you will minimize error messages.
5. To navigate between worksheets (pages), click the tabs at the bottom of your screen, or right-click on the triangles to the left of the tabs. To print the entire application at once, go to File, Print, then under the "Print what" heading select "Entire workbook."
6. If you have technical issues specific to this application form, please contact the following Departmental staff:

<u>Department Program</u>	<u>Contact</u>	<u>Phone</u>	<u>Email</u>
California Dept. of Housing and Community Development: Joe Serna, Jr. Farmworker Housing Grant California Dept. of Housing and Community Development: Multifamily Housing Program (MHP) - General California Dept. of Housing and Community Development: MHP - Governor's Homeless Initiative California Dept. of Housing and Community Development: MHP - Supportive Housing California Dept. of Housing and Community Development: MHP - Homeless Youth California Dept. of Housing and Community Development: Transit Oriented Development (TOD) Housing Program	George Rodine	(916) 327-2856	grodine@hcd.ca.gov
California Dept. of Housing and Community Development: Home Investment Partnerships (HOME) Program	Christina DiFrancesco	(916) 322-0918	cdifrancesco@hcd.ca.gov
California Housing Finance Agency (CalHFA)	Marisa Fogal	(916) 322-5341	mfogal@calhfa.ca.gov
California State Treasurer: California Debt Limit Allocation Committee (CDLAC)	Misty Armstrong	(916) 653-3461	marmstrong@treasurer.ca.gov
California State Treasurer: California Tax Credit Allocation Committee (CTCAC)	Gina Ferguson	(916) 654-6340	gferguson@treasurer.ca.gov

Draft 8/5/10



STATE OF CALIFORNIA
UNIVERSAL APPLICATION FOR THE
DEVELOPMENT OF AFFORDABLE RENTAL HOUSING



Date of this Application or Update:

9/1/2010

UA Version 7/15/09

Tienda Drive Senior Housing

GENERAL INFORMATION

THIS APPLICATION REQUESTS FINANCING OR AN ALLOCATION FROM THE FOLLOWING:

<input type="checkbox"/> CTCAC	<input checked="" type="checkbox"/> HCD	<input type="checkbox"/> CDLAC	<input type="checkbox"/> CalHFA																																																
Check all that apply: <input type="checkbox"/> Federal 9% Amount \$0 <input type="checkbox"/> Federal 4% Amount \$0 <input type="checkbox"/> State Credits Amount \$0 CTCAC Application Type: _____ If Reapplication, Previous CTCAC No.: _____ - _____ - _____ State Set-a-Side _____ Federal Minimum Set-a-Side _____ CTCAC Housing Type _____ DDA or Qualified Census Tract? _____ CTCAC Geographical Area _____ For CTCAC Use Only _____	HOME Funds HOME Activity Amount \$4,100,000 HOME Admin. Amount \$50,000 HOME Activity Delivery \$50,000 Name of HCD Funding _____ Amount _____ Name of HCD Funding _____ Amount _____ Name of HCD Funding _____ Amount _____ Name of HCD Funding _____ Amount _____	Tax-Exempt Bonds Allocation Amount \$0 Pool _____ Amount of Taxable Tail (if any) \$0 Amount of any prior CDLAC Allocations for this Project \$0 Prior Application # _____	Is tax-exempt financing needed for construction? If yes, amount needed \$0 Application Type: _____ Multifamily Financing Programs: <table border="1"> <thead> <tr> <th></th> <th>Amount</th> <th>Rate</th> <th>Term</th> </tr> </thead> <tbody> <tr><td>Predevelopment</td><td>\$0</td><td></td><td></td></tr> <tr><td>Acquisition</td><td>\$0</td><td></td><td></td></tr> <tr><td>Rehabilitation</td><td>\$0</td><td></td><td></td></tr> <tr><td>Construction</td><td>\$0</td><td></td><td></td></tr> <tr><td>Permanent</td><td>\$0</td><td></td><td></td></tr> <tr><td>Bridge Loan</td><td>\$0</td><td></td><td></td></tr> <tr><td>Second Mortgage</td><td>\$0</td><td></td><td></td></tr> <tr><td></td><td>\$0</td><td></td><td></td></tr> </tbody> </table> Special Needs? _____ MHSA Funds <table border="1"> <thead> <tr> <th></th> <th>Amount</th> <th>Term</th> </tr> </thead> <tbody> <tr><td>Predevelopment</td><td>\$0</td><td></td></tr> <tr><td>Construction</td><td>\$0</td><td></td></tr> <tr><td>Permanent</td><td>\$0</td><td></td></tr> </tbody> </table> Small County? _____ Operating Subsidy Required? If yes, amount needed \$0		Amount	Rate	Term	Predevelopment	\$0			Acquisition	\$0			Rehabilitation	\$0			Construction	\$0			Permanent	\$0			Bridge Loan	\$0			Second Mortgage	\$0				\$0				Amount	Term	Predevelopment	\$0		Construction	\$0		Permanent	\$0	
	Amount	Rate	Term																																																
Predevelopment	\$0																																																		
Acquisition	\$0																																																		
Rehabilitation	\$0																																																		
Construction	\$0																																																		
Permanent	\$0																																																		
Bridge Loan	\$0																																																		
Second Mortgage	\$0																																																		
	\$0																																																		
	Amount	Term																																																	
Predevelopment	\$0																																																		
Construction	\$0																																																		
Permanent	\$0																																																		

PROPOSED DEVELOPMENT

Proposed Name		Street Address or Location(s)		City	Zip Code	County
Tienda Drive Senior Housing		2245 Tienda Drive		Lodi	94542	San Joaquin
Development Type		Age Restrictions	Special Facility Type	Tenure Type	APN(s)	Census Tract(s)
New Construction		Elderly over 62		Permanent		43.03
Proposed # of Units	Project Site Area	Units per Acre	Multiple Parcels?			
39	1.84 Acres	21.1957 Per Acre	No - one legal parcel			
Relocation Req'd.?	Commercial Space?	HOPE VI Project?	Federally "At Risk"?	"At-Risk" expiration date	Rental Subsidy?	HUD 811 Project?
No	No	No	No		Yes	No

APPLICANT (Update based on funding source -- see comment in first box)

Legal Name of Organization	Applicant Role
City of Lodi	Local Government HOME Applicant

LEGISLATIVE INFORMATION

Congressperson Name(s)	District #	State Senator Name(s)	District #	State Assembly Member Name(s)	District #
Jerry McNerry	11	Dave Cogdill	14	Bill Berryhill	26
		Lois Wolk	5	Joan Buchanan	15
				Alyson Huber	10

Tienda Drive Senior Housing

PROPOSED PROJECT DESCRIPTION
(Narrative used for Project Summary Reports)

Instruction: Describe, at minimum, the following topics:

1) Type of Development

Tienda Drive is a 39-unit senior apartment development, new construction.

2) Topography and Special Site Features

The site is approximately 1.84 acres and is undeveloped. The property is flat with very little vegetation.

3) Surrounding Neighborhood

The surrounding area is mostly retail to the west and residential to the north and east. Immediately adjacent to the north is 1.55 acres of land owned by Eden Housing. This land is planned a future senior housing development. Immediately adjacent to the east is a undeveloped swath of land with numerous trees. This piece of land is owned by the City of Lodi and will be developed into a passive use park. The City may hire Eden Housing to design and improve this park. The park is scheduled to be developed in conjunction with the senior housing development.

4) Proposed Tenant Population and Any Special Occupancy Restrictions (inc. those tied to land use approvals)

The proposed tenant population is seniors, age 62 and over.

5) Any On-Site Services

Eden Housing Resident Services, Inc., an affiliate of Eden Housing, Inc., will employ a part-time services coordinator at the site. Service Coordinators are responsible for identifying needs and preferences of the residents and referring residents to the full range of formal and informal resources available in the community. Services programming will include health and wellness programs, educational and cultural programs, and financial literacy education.

6) Specific Issues (relocation, environmental, historical, etc.)

There will not be any relocation at this site. A Phase 1 Report was conducted on this property and the adjacent park site on July 30, 2010 that concluded there were no environmental concerns.

7) Any Demolition

None. The existing parcel is vacant.

8) Scope of Rehabilitation Work

None. This project is new construction.

9) Expected Start and Completion Date of Construction/Rehabilitation

The expected start date of construction is September 2012. Construction is expected to last 16 months, finishing by January 2014.

10) Changes in Land Area during Development (e.g. subdivision)

None.

11) Rent Subsidies

The proposed financing includes HUD Section 202 Supportive Housing for the Elderly, which includes a Project Rental Assistance Contract (PRAC) that will provide an operating subsidy. The operating subsidy covers the gap between the income from the rents based on 30% of tenant income and the expense of operating the property and allows Eden to serve the lowest income seniors.

12) Whether Prevailing Wages will be paid.

Federal and State prevailing wages are expected to be paid.

CONTACT INFORMATION

(Please complete to the extent known)

Applicant		Applicant Contact	
Legal Name	City of Lodi	Organization	City of Lodi
Form of Entity	Public Agency	Contact Person	Joseph Wood
Senior Official	Konradt Bartlam	Title	Community Improvement Manager
Street Address	221 W. Pine Street	Street Address	221 W. Pine Street
City	Lodi	City	Lodi
State	CA	State	CA
Zip Code	95240	Zip Code	95240
Phone No.	(209) 333-6711	Phone No.	(209) 333-6711
Fax No.	(209) 333-6842	Fax No.	(209) 333-6842
Email Address	rbartlam@lodi.gov	Email Address	jwood@lodi.gov
Owner (Borrowing Entity)		Owner Partner or Member #1	
Legal Name	TBD	Legal Name	
Form of Entity	Non-profit Public Benefit Corporation	Form of Entity	
Contact Person	Linda Mandolini	Role	
Street Address	22645 Grand Street	Contact Person	
City	Hayward	Street Address	
State	CA	City	
Zip Code	94541	State	
Phone No.	(510) 582-1460	Zip Code	
Fax No.	(510) 582-6523	Phone No.	
Email Address	lmandolini@edenhousing.org	Fax No.	
Owner Partner or Member #2		Owner Partner or Member #3	
Legal Name		Legal Name	
Form of Entity		Form of Entity	
Role		Role	
Contact Person		Contact Person	
Street Address		Street Address	
City		City	
State		State	
Zip Code		Zip Code	
Phone No.		Phone No.	
Fax No.		Fax No.	
Email Address		Email Address	
Sponsor / Developer #1		Sponsor / Developer #2	
Legal Name	Eden Housing, Inc.	Legal Name	
Form of Entity	Non-profit Public Benefit Corporation	Form of Entity	
Contact Person	Linda Mandolini	Contact Person	
City		City	
Street Address	22645 Grand Street	Street Address	
City	Hayward	City	
State	CA	State	
Zip Code	94541	Zip Code	
Phone No.	(510) 582-1460	Phone No.	
Fax No.	(510) 582-6523	Fax No.	
Email Address	lmandolini@edenhousing.org	Email Address	
Turnkey Developer		Applicant Notes	
Legal Name			
Form of Entity			
Partner Role			
% of Ownership			
Street Address			
City			
State			
Zip Code			
Phone No.			
Fax No.			
Email Address			

CONTACT INFORMATION

(Please complete to the extent known)

Property Management Agent		Financial Consultant	
Legal Name	Eden Housing Management, Inc.	Legal Name	Community Economics, Inc.
Contact Person	Jan Peters	Contact Person	Alice Talcott
Street Address	22645 Grand Street	Street Address	538 9th Street, Suite 200
City	Hayward	City	Oakland
State	CA	State	CA
Zip Code	94541	Zip Code	94607
Phone No.	(510) 582-1460	Phone No.	(510) 832-8300
Fax No.	(510) 582-6523	Fax No.	(510) 832-2227
Email Address	jpeters@edenhousing.org	Email Address	Alice@communityeconomics.org
Primary Service Provider		Borrower Legal Counsel	
Legal Name	Eden Housing Resident Services, Inc.	Legal Name	Jorgenson, Siegel, McClure & Flegel, LLP
Services Provided	Service Coordination,	Type of Counsel	Real Estate
Contact Person	Jennifer Reed	Contact Person	Mindie Romanowsky
Street Address	22645 Grand Street	Street Address	1100 Alma Street, Suite 210
City	Hayward	City	Menlo Park
State	CA	State	CA
Zip Code	94544	Zip Code	94025
Phone No.	(510) 582-1460	Phone No.	(650) 324-9300
Fax No.	(510) 582-0122	Fax No.	(650) 324-0227
Email Address	jreed@edenhousing.org	Email Address	msr@jsmf.com
Bond Counsel		Bond Underwriter	
Firm Name		Firm Name	
Attorney Contact		Agent Name	
Street Address		Street Address	
City		City	
State		State	
Zip Code		Zip Code	
Phone No.		Phone No.	
Fax No.		Fax No.	
Email Address		Email Address	
Private Placement Agent (if applicable)		Private Placement Purchaser (if applicable)	
Firm Name		Firm Name	
Agent Name		Agent Name	
Street Address		Street Address	
City		City	
State		State	
Zip Code		Zip Code	
Phone No.		Phone No.	
Fax No.		Fax No.	
Email Address		Email Address	
Credit Enhancement Provider (if applicable)		Tax Credit Equity Investor	
Firm Name		Legal Name	
Agent Name		Contact Person	
Street Address		Street Address	
City		City	
State		State	
Zip Code		Zip Code	
Phone No.		Phone No.	
Fax No.		Fax No.	
Email Address		Email Address	
General Contractor		Architect	
Legal Name		Legal Name	Pyatok Architects
Contact Person		Contact Person	Peter Waller
Street Address		Street Address	1611 Telegraph Avenue, Suite 200
City		City	Oakland
State		State	CA
Zip Code		Zip Code	94612
Phone No.		Phone No.	(510) 465-7010
Fax No.		Fax No.	(510) 465-8575
Email Address		Email Address	pwaller@pyatok.com

CONTACT INFORMATION*(Please complete to the extent known)*

Development Funding Source		Development Funding Source	
Type	<input checked="" type="checkbox"/> Construction <input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Other	Type	<input checked="" type="checkbox"/> Construction <input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Other
Legal Name	County of San Joaquin HOME/CDBG	Legal Name	State HOME Funds
Contact Person	Jon Moore	Contact Person	
Street Address	1810 E. Hazelton Avenue	Street Address	
City	Stockton	City	
State	CA	State	
Zip Code	95205	Zip Code	
Phone No.	(209) 468-3065	Phone No.	
Fax No.	(209) 468-9575	Fax No.	
Email Address	jmoore@sjgov.org	Email Address	
Development Funding Source		Development Funding Source	
Type	<input type="checkbox"/> Construction <input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Other	Type	<input type="checkbox"/> Construction <input type="checkbox"/> Permanent <input type="checkbox"/> Other
Legal Name	HUD Section 202	Legal Name	
Contact Person		Contact Person	
Street Address		Street Address	
City		City	
State		State	
Zip Code		Zip Code	
Phone No.		Phone No.	
Fax No.		Fax No.	
Email Address		Email Address	
Development Funding Source		Development Funding Source	
Type	<input type="checkbox"/> Construction <input type="checkbox"/> Permanent <input type="checkbox"/> Other	Type	<input type="checkbox"/> Construction <input type="checkbox"/> Permanent <input type="checkbox"/> Other
Legal Name		Legal Name	
Contact Person		Contact Person	
Street Address		Street Address	
City		City	
State		State	
Zip Code		Zip Code	
Phone No.		Phone No.	
Fax No.		Fax No.	
Email Address		Email Address	
Development Funding Source		Development Funding Source	
Type	<input type="checkbox"/> Construction <input type="checkbox"/> Permanent <input type="checkbox"/> Other	Type	<input type="checkbox"/> Construction <input type="checkbox"/> Permanent <input type="checkbox"/> Other
Legal Name		Legal Name	
Contact Person		Contact Person	
Street Address		Street Address	
City		City	
State		State	
Zip Code		Zip Code	
Phone No.		Phone No.	
Fax No.		Fax No.	
Email Address		Email Address	
Development Funding Source		Development Funding Source	
Type	<input type="checkbox"/> Construction <input type="checkbox"/> Permanent <input type="checkbox"/> Other	Type	<input type="checkbox"/> Construction <input type="checkbox"/> Permanent <input type="checkbox"/> Other
Legal Name		Legal Name	
Contact Person		Contact Person	
Street Address		Street Address	
City		City	
State		State	
Zip Code		Zip Code	
Phone No.		Phone No.	
Fax No.		Fax No.	
Email Address		Email Address	

CONTACT INFORMATION*(Please complete to the extent known)***Development Funding Source**

Type	<input type="checkbox"/> Construction	<input type="checkbox"/> Permanent	<input type="checkbox"/> Other
Legal Name			
Contact Person			
Street Address			
City			
State			
Zip Code			
Phone No.			
Fax No.			
Email Address			

Development Funding Source

Type	<input type="checkbox"/> Construction	<input type="checkbox"/> Permanent	<input type="checkbox"/> Other
Legal Name			
Contact Person			
Street Address			
City			
State			
Zip Code			
Phone No.			
Fax No.			
Email Address			

Development Funding Source

Type	<input type="checkbox"/> Construction	<input type="checkbox"/> Permanent	<input type="checkbox"/> Other
Legal Name			
Contact Person			
Street Address			
City			
State			
Zip Code			
Phone No.			
Fax No.			
Email Address			

Development Funding Source

Type	<input type="checkbox"/> Construction	<input type="checkbox"/> Permanent	<input type="checkbox"/> Other
Legal Name			
Contact Person			
Street Address			
City			
State			
Zip Code			
Phone No.			
Fax No.			
Email Address			

Rent / Operating Subsidy Source

Program Name			
Source Name			
Contact Person			
Street Address			
City			
State			
Zip Code			
Phone No.			
Fax No.			
Email Address			

Rent / Operating Subsidy Source

Program Name			
Source Name			
Contact Person			
Street Address			
City			
State			
Zip Code			
Phone No.			
Fax No.			
Email Address			

Rent / Operating Subsidy Source

Program Name			
Source Name			
Contact Person			
Street Address			
City			
State			
Zip Code			
Phone No.			
Fax No.			
Email Address			

Rent / Operating Subsidy Source

Program Name			
Source Name			
Contact Person			
Street Address			
City			
State			
Zip Code			
Phone No.			
Fax No.			
Email Address			

Other

Legal Name			
Role			
Contact Person			
Street Address			
City			
State			
Zip Code			
Phone No.			
Fax No.			
Email Address			

Other

Legal Name			
Role			
Contact Person			
Street Address			
City			
State			
Zip Code			
Phone No.			
Fax No.			
Email Address			

Applicant Notes

UA Version 7/15/09

SITE CONTROL

Type of Site Control	Dated	Expires	Extensions Available	Purchase Price	Total Land Area
Fee Title				\$315,000	1.84 acres

PLANNED AND COMPLETED PROPERTY TRANSFER(S)

Below, describe property transfers occurring in connection with development of the Project

Current Use	Proposed Zoning (code and name)	Is Site Improved?	Year Improvements Built
Vacant		No	

Demolition Planned?	or Done?	Rent Control?	Access Road Maintenance	Applicant Notes
No	No	No	Public	

<input type="checkbox"/> Poor drainage	<input type="checkbox"/> Grade 5-10%	Describe adjoining land uses within 300 feet of the Project
<input type="checkbox"/> Erosion problems	<input type="checkbox"/> Grade over 10%	
<input type="checkbox"/> Unstable soil	<input type="checkbox"/> Airport within 2 miles	West Neighborhood shopping center with anchor tenants including Target and Safeway (Lodi Center) and vacant privately owned land.
<input type="checkbox"/> Retaining wall	<input type="checkbox"/> Possible high noise levels	East Immediately adjacent is a 4.3 acre vacant piece of land owned by the City, designated to be improved as a passive use park. Further to the east are single family residences.
<input type="checkbox"/> Possible lead paint	<input type="checkbox"/> Abandoned well(s)	North Immediately adjacent is a 1.55 acre vacant piece of land owned by Eden Housing, Inc., planned for a future senior development. Further to the north are single family residences.
<input type="checkbox"/> Possible asbestos	<input type="checkbox"/> Railroad tracks within 100 yards	South A small private school to the south and Crossroads Heartland Church to the southeast.
<input type="checkbox"/> Wetlands area	<input type="checkbox"/> Unusual ingress/egress	Unique Site Features No unique site features.
<input type="checkbox"/> On-site stream/creek	<input type="checkbox"/> Ground water contamination	
<input type="checkbox"/> 100-yr. flood plain	<input type="checkbox"/> High water table	
<input type="checkbox"/> Possible soil pollution	<input type="checkbox"/> Underground storage tanks	

	Beds	0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm	5 Bdrm	Units	Bedrooms	Buildings	Mgr. Units	Parking Spaces
EXISTING								0	0			
PROPOSED			38	1				39	40	1	1	39

	Units	Bldgs.	Units	Bldgs.
Townhouse/Row House				
One or Two Story Walk-Up	39	1		
Mid-Rise (3-5 stories)				
High-Rise (6+stories)				
Detached Single Family				
Duplex/4-Plex				
Non-Residential Building(s)				
TOTALS	39	1	0	0

--

<i>Unit Size</i>	<i>Baths</i>	<i>Layout</i>	<i>Ave. Sq. Ft.</i>	<i>No. of Units</i>
1 Bdrm.	1	Flat	590	38
2 Bdrm.	1	Flat	850	1
Total Units				39

Unit Amenities/Features		Project Amenities		Security & Other Charges		Other On-Site Services	
<input checked="" type="checkbox"/> Air Conditioning	<input checked="" type="checkbox"/> Ceiling Fans	<input checked="" type="checkbox"/> Elevator(s)	1	<input type="checkbox"/> Gated Site Entry	Describe any mandatory charges to tenants beyond allowable rents.	Services programming will be administered by an on-site, part-time social services coordinator. Services offered at the site will include classes (ie. wellness, financial, ESL), wellness clinics, peer support groups, a resource notebook, monthly newsletter, and community-based events (potlucks, cultural events, arts & crafts). The service coordinator will also collaborate with local organizations that exist in the area to provide services to our residents.	
<input checked="" type="checkbox"/> Refrigerator	<input checked="" type="checkbox"/> Curtains/Blinds	<input checked="" type="checkbox"/> Laundry Rms.	1	<input checked="" type="checkbox"/> Bldg. Card Key			
<input checked="" type="checkbox"/> Range	<input checked="" type="checkbox"/> Fireplace	Washers	4	<input type="checkbox"/> Security Patrol			
<input type="checkbox"/> Microwave	<input checked="" type="checkbox"/> Emergency Call	Dryers	4				
<input checked="" type="checkbox"/> Disposal	<input type="checkbox"/> Free Cable TV	<input checked="" type="checkbox"/> Community Room					
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Locks	<input checked="" type="checkbox"/> Community Kitchen					
<input type="checkbox"/> Walk-In Closet	<input checked="" type="checkbox"/> Storage Area	<input checked="" type="checkbox"/> Computer Room					
<input type="checkbox"/> Fenced Rear Yard	<input type="checkbox"/> Balcony	<input type="checkbox"/> High Speed Internet					
<input type="checkbox"/>	<input checked="" type="checkbox"/> Patio	<input type="checkbox"/> Fitness Room					
<input type="checkbox"/>		<input type="checkbox"/> Picnic/BBQ Area(s)					
<input type="checkbox"/> Laundry Hookups or Appliances in Units		<input type="checkbox"/> Tot Lot or Playground					
<input checked="" type="checkbox"/> Resident Gardens		<input type="checkbox"/> Sports Court					
		<input type="checkbox"/> Tennis Court					
		<input type="checkbox"/> Pool					
		<input type="checkbox"/> Jacuzzi/Sauna					

RESIDENTIAL SPACE

RESIDENTIAL PARKING

COMMERCIAL SPACE

Residential Units	31,528
Community Room	1,140
Leasing Office	550
Additional Storage Space	
Subtotal	33,218
Maintenance Shop	254
Childcare Center	
Service Area	
Service Office	500
Other	
Total Residential SF	33,972

Uncovered Tenant Parking	39
Covered Tenant Parking	
Enclosed Tenant Parking	
Tenant Guest Spaces	
Subtotal Parking Spaces	39
Extra Spaces Tenants Can Rent	
Uncovered Parking	
Covered Parking	
Enclosed Parking	
Grand Total Parking Spaces	39
Total Handicap Parking Spaces (included in totals above)	2

Commercial Area	
Offices	
Childcare Center	
Storage Space	
Other	
Total Commercial SF	0

Parking Spaces for Commercial Tenants

Uncovered	
Covered Spaces	
Total Spaces	0

Describe other available parking for commercial patrons.

Laundry	
No. of Units Using Central Laundry	38
Weekly Assumed Income Per Unit	\$1.62
Annual Total Laundry Income	\$3,201
Residential Parking	
Tenant Rental Spaces	0
Monthly Income Per Space	\$0
Annual Residential Parking Income	\$0
Commercial Parking	
Number of Rental Spaces	0
Monthly Income Per Space	\$0
Annual Commercial Parking Income	\$0

Residential	Lease Terms	Sq. Feet	Rent/SF/Mo.	Annual Gross
				\$0
				\$0
				\$0
				\$0
Commercial				
				\$0
				\$0
				\$0
				\$0
Total Income from Other Leased Spaces				\$0

Utilities	Type of Utility (Gas, Electric, etc.)	Does the owner or tenant pay utilities?	Enter Allowances for Tenant Paid Utilities by Bdrm. Size					
			0 bdrm	1 bdrm	2 bdrms	3 bdrms	4 bdrms	≥5 bdrms
Heating	Gas	Tenant	\$0	\$13	\$14	\$0	\$0	\$0
Cooking	Electric	Tenant	\$0	\$6	\$8	\$0	\$0	\$0
Other Electric	Electric	Tenant	\$0	\$15	\$19	\$0	\$0	\$0
Air Conditioning	Electric	Tenant	\$0	\$8	\$9	\$0	\$0	\$0
Water Heating	Gas	Owner	\$0	\$0	\$0	\$0	\$0	\$0
Water	Public	Owner	\$0	\$0	\$0	\$0	\$0	\$0
Sewer	Public	Owner	\$0	\$0	\$0	\$0	\$0	\$0
Trash	Public	Owner	\$0	\$0	\$0	\$0	\$0	\$0
Other			\$0	\$0	\$0	\$0	\$0	\$0
Total Tenant Utility Allowance			\$0	\$42	\$50	\$0	\$0	\$0

<input checked="" type="checkbox"/> Local PHA	Name	Housing Authority of San Joaquin County	Effective Date	10/1/2009
<input checked="" type="checkbox"/> HUD	<input type="checkbox"/> USDA RD	<input type="checkbox"/> Utility Company (Actual Survey)	<input type="checkbox"/> Other	

UA Version 7/15/09

Applicant Notes

RENTS & UNIT MIX INFORMATIONEnter Tax Credit 50% **Income** Limits for County of :

San Joaquin

HUD Notice Date:

5/14/2010

Household Size:

Income Limit:

1	2	3	4	5	6	7	8
\$22,100	\$25,250	\$28,400	\$31,550	\$34,100	\$36,600	\$39,150	\$41,650

CTCAC, CDLAC, MHP and CalHFA rent limits are calculated based on the above income limits, and are automatically shown below. If the most restrictive rent limits applicable to some units are required by another program, such as HOME or USDA Rural Development, [click here](#) to enter these limits. (Or scroll to bottom of worksheet)

Show rent limits set by the most restrictive regulatory agency.

Income Limit (% AMI)	Rent Limit Calc. Formula	Unit Size	No. of Units	Maximum Gross Rent	Less Utility Allowance	Maximum Net Rent	Proposed Net Rent	Monthly Income at Proposed Rents	Monthly Income at Maximum Rents
50%	TCAC	Beds	0	\$0	\$0	\$0	\$0		
Rows 19-25 enter Restricted Manager unit(s) only; unrestricted Manager's unit(s) use rows 119-121. % of Restricted Units in this category 100%		0 Bdrm.	0				\$0		
		1 Bdrm.	38	\$591	(\$42)	\$549	\$549	\$20,862	\$20,862
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
			38	Subtotal				\$20,862	\$20,862
		Beds	0	\$0	\$0	\$0	\$0		
% of Restricted Units in this category 0%		0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
			0	Subtotal				\$0	\$0
		Beds	0	\$0	\$0	\$0	\$0		
% of Restricted Units in this category 0%		0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
			0	Subtotal				\$0	\$0
		Beds	0	\$0	\$0	\$0	\$0		
% of Restricted Units in this category 0%		0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
			0	Subtotal				\$0	\$0
		Beds	0	\$0	\$0	\$0	\$0		
% of Restricted Units in this category 0%		0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
			0	Subtotal				\$0	\$0

Tienda Drive Senior Housing									
RENTS & UNIT MIX INFORMATION									
Income Limit (% AMI)	Rent Limit Calc. Formula	Unit Size	No. of Units	Maximum Gross Rent	Less Utility Allowance	Maximum Net Rent	Proposed Net Rent	Monthly Income at Proposed Rents	Monthly Income at Maximum Rents
		Beds	0	\$0	\$0	\$0	\$0		
% of Restricted Units in this category	0%	0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
0			Subtotal				\$0 \$0		
		Beds	0	\$0	\$0	\$0	\$0		
% of Restricted Units in this category	0%	0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
0			Subtotal				\$0 \$0		
		Beds	0	\$0	\$0	\$0	\$0		
% of Restricted Units in this category	0%	0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
0			Subtotal				\$0 \$0		
		Beds	0	\$0	\$0	\$0	\$0		
% of Restricted Units in this category	0%	0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
0			Subtotal				\$0 \$0		
		Beds	0	\$0	\$0	\$0	\$0		
% of Restricted Units in this category	0%	0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
0			Subtotal				\$0 \$0		
		Beds	0	\$0	\$0	\$0	\$0		
% of Restricted Units in this category	0%	0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
0			Subtotal				\$0 \$0		
		Beds	0	\$0	\$0	\$0	\$0		
% of Restricted Units in this category	0%	0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
0			Subtotal				\$0 \$0		
38			Monthly Rental Income from Restricted Units				\$20,862 \$20,862		

RENTS & UNIT MIX INFORMATION

Unrestricted Units		0				\$0	\$0	
		0				\$0	\$0	
		0				\$0	\$0	
		0				\$0	\$0	
		0				\$0	\$0	
		0				\$0	\$0	
		0				\$0	\$0	
		0				\$0	\$0	
		0				\$0	\$0	
Manager Unit		0				\$0	\$0	
Manager Unit		0				\$0	\$0	
Manager Unit		0				\$0	\$0	
		0				Subtotal	\$0	

Other Rent Limits

Enter below any **rent** limits that are both the most restrictive and that are required by sources other than tax credits, bonds, or MHP (e.g., HOME or USDA Rural Development). Describe the limits in the box to the right.
After you are done, complete the table above.

Gross Rent Limits							Description of Other Rent Limits
Income Level	Unit Size (Bdrms)						
	0	1	2	3	4	5	
65%	\$0	\$0	\$0	\$0	\$0	\$0	
60%	\$0	\$0	\$0	\$0	\$0	\$0	
55%	\$0	\$0	\$0	\$0	\$0	\$0	
50%	\$0	\$0	\$0	\$0	\$0	\$0	
45%	\$0	\$0	\$0	\$0	\$0	\$0	
40%	\$0	\$0	\$0	\$0	\$0	\$0	
35%	\$0	\$0	\$0	\$0	\$0	\$0	
30%	\$0	\$0	\$0	\$0	\$0	\$0	
25%	\$0	\$0	\$0	\$0	\$0	\$0	
20%	\$0	\$0	\$0	\$0	\$0	\$0	
15%	\$0	\$0	\$0	\$0	\$0	\$0	

Restricted Units by Income and Unit Size

Restricted Units by Income Level		
Income Level	No.	% of Restricted Units
65%	0	0%
60%	0	0%
55%	0	0%
50%	38	100%
45%	0	0%
40%	0	0%
35%	0	0%
30%	0	0%
25%	0	0%
20%	0	0%
15%	0	0%
Total:	38	100%

Restricted Units by Unit Size		
Unit Size	Units	% of Restricted Units
Beds	0	0%
0 Bdrm.	0	0%
1 Bdrm.	38	100%
2 Bdrm.	0	0%
3 Bdrm.	0	0%
4 Bdrm.	0	0%
5 Bdrm.	0	0%
Total:	38	100%

UA Version 7/15/09

SUBSIDY INFORMATION**Incremental Income from Rent/Operating Subsidies Based on Contract Rents**

The top part of this section estimates incremental income from rent subsidy contracts, such as Section 8, above and beyond either 1) maximum restricted rents or 2) proposed rents. Complete this part only if the Project will have a rent subsidy based on contract rents.

List all Project-based or sponsor-based rent/operating subsidies in the bottom portion of this section, under the "Rent/Operating Subsidy Programs" heading.

UA Version 7/15/09

Subsidy payment over net rent based on: ☒ Restricted Rents ☐ Proposed Rents

		Incremental Income from Rent/Operating Subsidy					Incremental Income from Rent/Operating Subsidy			
		Subsidy Program Name: HUD 202 PRAC					Subsidy Program Name:			
Income Limit (% AMI)	Rent Limit Calc. Formula	Unit Size	Gross Monthly Contract Rent	Subsidy Payment Over Net Rent	Units Subsidized	Total Monthly Extra Income	Gross Monthly Contract Rent	Subsidy Payment Over Net Rent	Units Subsidized	Total Monthly Extra Income
50%	TCAC	Beds	\$0		0		\$0		0	
		0 Bdrm.	\$0		0		\$0		0	
		1 Bdrm.	\$748	\$199	38	\$7,562	\$0		0	
		2 Bdrm.	\$0		0		\$0		0	
		3 Bdrm.	\$0		0		\$0		0	
		4 Bdrm.	\$0		0		\$0		0	
		5 Bdrm.	\$0		0		\$0		0	
0%	0.0	Beds	\$0		0		\$0		0	
		0 Bdrm.	\$0		0		\$0		0	
		1 Bdrm.	\$0		0		\$0		0	
		2 Bdrm.	\$0		0		\$0		0	
		3 Bdrm.	\$0		0		\$0		0	
		4 Bdrm.	\$0		0		\$0		0	
		5 Bdrm.	\$0		0		\$0		0	
0%	0.0	Beds	\$0		0		\$0		0	
		0 Bdrm.	\$0		0		\$0		0	
		1 Bdrm.	\$0		0		\$0		0	
		2 Bdrm.	\$0		0		\$0		0	
		3 Bdrm.	\$0		0		\$0		0	
		4 Bdrm.	\$0		0		\$0		0	
		5 Bdrm.	\$0		0		\$0		0	
0%	0.0	Beds	\$0		0		\$0		0	
		0 Bdrm.	\$0		0		\$0		0	
		1 Bdrm.	\$0		0		\$0		0	
		2 Bdrm.	\$0		0		\$0		0	
		3 Bdrm.	\$0		0		\$0		0	
		4 Bdrm.	\$0		0		\$0		0	
		5 Bdrm.	\$0		0		\$0		0	
0%	0.0	Beds	\$0		0		\$0		0	
		0 Bdrm.	\$0		0		\$0		0	
		1 Bdrm.	\$0		0		\$0		0	
		2 Bdrm.	\$0		0		\$0		0	
		3 Bdrm.	\$0		0		\$0		0	
		4 Bdrm.	\$0		0		\$0		0	
		5 Bdrm.	\$0		0		\$0		0	

SUBSIDY INFORMATION

			Incremental Income from Rent/Operating Subsidy								Incremental Income from Rent/Operating Subsidy			
			Subsidy Program Name:		HUD 202 PRAC				Subsidy Program Name:		0			
Income Limit (% AMI)	Rent Limit Calc. Formula	Unit Size	Gross Monthly Contract Rent	Subsidy Payment Over Net Rent	Units Subsidized	Total Monthly Extra Income	Gross Monthly Contract Rent	Subsidy Payment Over Net Rent	Units Subsidized	Total Monthly Extra Income				
0%	0.0	Beds	\$0		0		\$0		0					
		0 Bdrm.	\$0		0		\$0		0					
		1 Bdrm.	\$0		0		\$0		0					
		2 Bdrm.	\$0		0		\$0		0					
		3 Bdrm.	\$0		0		\$0		0					
		4 Bdrm.	\$0		0		\$0		0					
		5 Bdrm.	\$0		0		\$0		0					
0%	0.0	Beds	\$0		0		\$0		0					
		0 Bdrm.	\$0		0		\$0		0					
		1 Bdrm.	\$0		0		\$0		0					
		2 Bdrm.	\$0		0		\$0		0					
		3 Bdrm.	\$0		0		\$0		0					
		4 Bdrm.	\$0		0		\$0		0					
		5 Bdrm.	\$0		0		\$0		0					
0%	0.0	Beds	\$0		0		\$0		0					
		0 Bdrm.	\$0		0		\$0		0					
		1 Bdrm.	\$0		0		\$0		0					
		2 Bdrm.	\$0		0		\$0		0					
		3 Bdrm.	\$0		0		\$0		0					
		4 Bdrm.	\$0		0		\$0		0					
		5 Bdrm.	\$0		0		\$0		0					
0%	0.0	Beds	\$0		0		\$0		0					
		0 Bdrm.	\$0		0		\$0		0					
		1 Bdrm.	\$0		0		\$0		0					
		2 Bdrm.	\$0		0		\$0		0					
		3 Bdrm.	\$0		0		\$0		0					
		4 Bdrm.	\$0		0		\$0		0					
		5 Bdrm.	\$0		0		\$0		0					
0%	0.0	Beds	\$0		0		\$0		0					
		0 Bdrm.	\$0		0		\$0		0					
		1 Bdrm.	\$0		0		\$0		0					
		2 Bdrm.	\$0		0		\$0		0					
		3 Bdrm.	\$0		0		\$0		0					
		4 Bdrm.	\$0		0		\$0		0					
		5 Bdrm.	\$0		0		\$0		0					
0%	0.0	Beds	\$0		0		\$0		0					
		0 Bdrm.	\$0		0		\$0		0					
		1 Bdrm.	\$0		0		\$0		0					
		2 Bdrm.	\$0		0		\$0		0					
		3 Bdrm.	\$0		0		\$0		0					
		4 Bdrm.	\$0		0		\$0		0					
		5 Bdrm.	\$0		0		\$0		0					
0%	0.0	Beds	\$0		0		\$0		0					
		0 Bdrm.	\$0		0		\$0		0					
		1 Bdrm.	\$0		0		\$0		0					
		2 Bdrm.	\$0		0		\$0		0					
		3 Bdrm.	\$0		0		\$0		0					
		4 Bdrm.	\$0		0		\$0		0					
		5 Bdrm.	\$0		0		\$0		0					
Total Units Subsidized					38	Total Units Subsidized								
Total Monthly Subsidy						\$7,562	Total Monthly Subsidy							

Total Units Subsidized					0	Total Units Subsidized					
Total Monthly Subsidy						\$0	Total Monthly Subsidy				

SUBSIDY INFORMATION**Rent/Operating Subsidy Programs**

Subsidy Program Name:	HUD Section 202			
Subsidy Program Component:	PRAC			
Subsidy Currently in Place?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date Application Submitted or To be Submitted:	2010 (when NOFA is released)			
Date Award Expected:	5/1/2011			
Contract Term (Years):	5 years			
Expected 1st Year Amount, if not based on contract rents:	Gap between rents and op. expenses			
Basis for Subsequent Amounts, if not based on contract rents:	Gap between rents and op. expenses			

Continuum of Care Process

If one or more of the subsidy programs listed above is part of your local Continuum of Care process (i.e., Shelter Plus Care, Supportive Housing Program, Section 8 Mod Rehab SRO, etc.), please complete the following:

- Has your community completed its Continuum of Care ranking process? ☐ Yes ☐ No
- If you answered yes to question number one, is your Project ranked within the fundable range? ☐ Yes ☐ No
- If you answered no to question number one, when will your community complete its Continuum of Care ranking process?

Applicant Notes

HUD 202 restricts income to 50% AMI and rents to 30% of a household's actual income. The Project-Based Rental Assistance Contract (PRAC) is an operating subsidy that bridges the gap between the rental income and operating expenses. This allows Eden to serve individuals in the extremely low to very low income category.

The average household in Eden Housing's HUD portfolio makes \$13,020 in annual income, with the majority of households (63%) making between \$10,000-\$14,999 a year. Of the total units in Eden's HUD portfolio, 88% are categorized as extremely low income units. Although the HUD restricted incomes are at 50% AMI, based Eden's experience with HUD projects, we anticipate that Tienda Drive Senior Housing will serve individuals with incomes on average of well below 30% AMI.

For purposes of this application, we have shown the rents at 50% AMI levels. Per the directions on the 2010 Supplement to the Universal Rental Project Application, we are showing the project-based operating subsidy as a rental subsidy, based on fair market rents for one bedrooms in San Joaquin County. This is creating a large amount of project cash flow. HUD requires the project proforma show a zero cash flow every year. We understand that if the project is taken to Loan and Grant Committee, a proforma will be prepared that fulfills this requirement.

SOURCES OF DEVELOPMENT FUNDS

CONSTRUCTION PERIOD SOURCES OF FUNDS

Committed?	Source Name (listed in order of lien priority)	Lien No.	Amount	Interest Rate	Required Payment	Loan Term (months)	Tax Exempt Amount	Residential Amount	Commercial Amount
No	HUD Section 202		\$6,030,006		None			\$6,030,006	
No	State HOME Investment Program		\$4,100,000	3.00%	Deferred			\$4,100,000	
Yes	San Joaquin County HOME/CDBG		\$671,000	3.00%	Deferred			\$671,000	
	Equity Investor							\$0	
	TOTALS		\$10,801,006				\$0	\$10,801,006	\$0

PERMANENT SOURCES OF FUNDS

Committed?	Source Name (listed in order of lien priority)	Lien No.	Amount	Interest Rate		Amortization Period (yrs.)	Repayment Terms		Required Residential Debt Service	Required Commercial Debt Service	Tax Exempt Amount	Residential Amount	Commercial Amount
				Rate	Type		Type	Due in (yrs)					
No	HUD Section 202		\$6,030,006			40	None					\$6,030,006	
No	State HOME Investment Program		\$4,100,000	3.00%	Fixed for Term	55	DEF	55				\$4,100,000	
Yes	San Joaquin County HOME/CDBG		\$671,000	3.00%	Fixed for Term	55	DEF	55				\$671,000	
	Equity Investor											\$0	
	TOTALS		\$10,801,006						\$0	\$0	\$0	\$10,801,006	\$0

Applicant Comments

UA Version 7/15/09

DEVELOPMENT BUDGET

	Total Cost	Residential			Eligible Basis Costs		Commercial	Applicant Comment
		Total	Per Unit	Per Sq. Ft.	70%	30%	Total	
ACQUISITION								
Lesser of Land Cost or Value	\$ 315,000	\$315,000	\$8,077	\$9.27	XXXXXXXXXX	XXXXXXXXXX		
Demolition		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Legal & Closing Costs	\$ 22,500	\$22,500	\$577	\$0.66	XXXXXXXXXX	XXXXXXXXXX		
Verifiable Carrying Costs		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Subtotal	\$337,500	\$337,500	\$8,654	\$9.93	XXXXXXXXXX	XXXXXXXXXX	\$0	
Existing Improvements Cost		\$0	\$0	\$0.00	XXXXXXXXXX	\$0		
Other: Site Maintenance	\$ 5,000	\$5,000	\$128	\$0.15	XXXXXXXXXX	\$5,000		
Total Acquisition	\$342,500	\$342,500	\$8,782	\$10.08	\$0	\$5,000	\$0	
REHABILITATION								
Off-Site Improvements		\$0	\$0	\$0.00	XXXXXXXXXX	\$0		
Environmental Remediation		\$0	\$0	\$0.00	\$0	\$0		
Site Work		\$0	\$0	\$0.00	\$0	\$0		
Structures		\$0	\$0	\$0.00	\$0	\$0		
General Requirements		\$0	\$0	\$0.00	\$0	\$0		
Contractor Overhead		\$0	\$0	\$0.00	\$0	\$0		
Contractor Profit		\$0	\$0	\$0.00	\$0	\$0		
General Liability Insurance		\$0	\$0	\$0.00	\$0	\$0		
Other: (specify)		\$0	\$0	\$0.00	\$0	\$0		
Total Rehabilitation Costs	\$0	\$0	\$0	\$0.00	\$0	\$0	\$0	
RELOCATION								
Temporary Relocation		\$0	\$0	\$0.00	\$0	\$0		
Permanent Relocation		\$0	\$0	\$0.00	\$0	\$0		
Total Relocation	\$0	\$0	\$0	\$0.00	\$0	\$0	\$0	
NEW CONSTRUCTION								
Off-Site Improvements		\$0	\$0	\$0.00	XXXXXXXXXX	\$0		
Environmental Remediation		\$0	\$0	\$0.00	\$0	\$0		
Site Work (hard costs)	\$ 988,539	\$988,539	\$25,347	\$29.10	\$988,539	\$988,539		
Structures (hard costs)	\$ 4,165,540	\$4,165,540	\$106,809	\$122.62	\$4,165,540	\$4,165,540		
General Requirements	\$ 485,775	\$485,775	\$12,456	\$14.30	\$485,775	\$485,775		
Contractor Overhead	\$ 129,380	\$129,380	\$3,317	\$3.81	\$129,380	\$129,380		
Contractor Profit	\$ 129,380	\$129,380	\$3,317	\$3.81	\$129,380	\$129,380		
General Liability Insurance	\$ 56,766	\$56,766	\$1,456	\$1.67	\$56,766	\$56,766		
Other: Pricing and Design Contingency	\$ 744,423	\$744,423	\$19,088	\$21.91	\$744,423	\$744,423		State HOME funds used
Total New Construction	\$6,699,803	\$6,699,803	\$171,790	\$197.22	\$6,699,803	\$6,699,803	\$0	
ARCHITECTURAL								
Design	\$ 501,302	\$501,302	\$12,854	\$14.76	\$501,302	\$501,302		State HOME funds used
Supervision		\$0	\$0	\$0.00	\$0	\$0		
Total Architectural Costs	\$501,302	\$501,302	\$12,854	\$14.76	\$501,302	\$501,302	\$0	

DEVELOPMENT BUDGET

	Total Cost	Residential			Eligible Basis Costs		Commercial	Applicant Comment
		Total	Per Unit	Per Sq. Ft.	70%	30%	Total	
SURVEY & ENGINEERING								
Engineering	\$ 115,875	\$115,875	\$2,971	\$3.41	\$115,875	\$115,875		State HOME funds used
ALTA Land Survey	\$11,000	\$11,000	\$282	\$0.32	\$11,000	\$11,000		
Total Survey & Engineering	\$126,875	\$126,875	\$3,253	\$3.73	\$126,875	\$126,875	\$0	
CONTINGENCY COSTS								
Hard Cost Contingency	\$ 336,940	\$336,940	\$8,639	\$9.92	\$336,940	\$336,940		State HOME funds used
Soft Cost Contingency	\$ 75,940	\$75,940	\$1,947	\$2.24	\$75,940	\$75,940		State HOME funds used
Total Contingency Costs	\$412,880	\$412,880	\$10,587	\$12.15	\$412,880	\$412,880	\$0	
CONSTRUCTION PERIOD EXPENSES								
Construction Loan Interest		\$0	\$0	\$0.00	\$0	\$0		
Origination Fee		\$0	\$0	\$0.00	\$0	\$0		
Credit Enhancement & App. Fee		\$0	\$0	\$0.00	\$0	\$0		
Owner Paid Bonds/Insurance		\$0	\$0	\$0.00	\$0	\$0		
Lender Inspection Fees		\$0	\$0	\$0.00	\$0	\$0		
Taxes During Construction	\$ 21,098	\$21,098	\$541	\$0.62	\$21,098	\$21,098		State HOME funds used
Prevailing Wage Monitor		\$0	\$0	\$0.00	\$0	\$0		
Insurance During Construction	\$ 73,150	\$73,150	\$1,876	\$2.15	\$73,150	\$73,150		State HOME funds used
Title and Recording Fees	\$ 30,000	\$30,000	\$769	\$0.88	\$30,000	\$30,000		State HOME funds used
Construction Mgmt. & Testing	\$ 100,000	\$100,000	\$2,564	\$2.94	\$100,000	\$100,000		State HOME funds used
Predevelopment Interest Exp.	\$ 42,594	\$42,594	\$1,092	\$1.25	\$42,594	\$42,594		State HOME funds used
Other: Lender Expenses	\$ 55,000	\$55,000	\$1,410	\$1.62	\$55,000	\$55,000		State HOME funds used
Other: (specify)		\$0	\$0	\$0.00	\$0	\$0		
Total Construction Expenses	\$321,842	\$321,842	\$8,252	\$9.47	\$321,842	\$321,842	\$0	
PERMANENT FINANCING EXPENSES								
Loan Origination Fee(s)		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Credit Enhancement & App. Fee		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Title and Recording	\$ 15,000	\$15,000	\$385	\$0.44	XXXXXXXXXX	XXXXXXXXXX		State HOME funds used
Property Taxes		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Insurance		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Other: (specify)		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Other: (specify)		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Total Permanent Financing	\$15,000	\$15,000	\$385	\$0.44	\$0	\$0	\$0	
LEGAL FEES								
Construction Lender Legal Expenses	\$ 30,000	\$30,000	\$769	\$0.88	\$30,000	\$30,000		State HOME funds used
Permanent Lender Legal Fees	\$ 25,000	\$25,000	\$641	\$0.74	\$25,000	\$25,000		State HOME funds used
Sponsor Legal Fees		\$0	\$0	\$0.00	\$0	\$0		
Organizational Legal Fees	\$ 6,000	\$6,000	\$154	\$0.18	\$6,000	\$6,000		State HOME funds used
Syndication Legal Fees		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Other: (specify)		\$0	\$0	\$0.00	\$0	\$0		
Total Legal Fees	\$61,000	\$61,000	\$1,564	\$1.80	\$61,000	\$61,000	\$0	
CAPITALIZED RESERVES								
Operating Reserve		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Replacement Reserve	\$ 25,304	\$25,304	\$649	\$0.74	XXXXXXXXXX	XXXXXXXXXX		
Rent-Up Reserve		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Transition Reserve		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Other: HUD Minimum Capital Advance	\$ 10,000	\$10,000	\$256	\$0.29	XXXXXXXXXX	XXXXXXXXXX		State HOME funds used
Other: (specify)		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Total Capitalized Reserves	\$35,304	\$35,304	\$905	\$1.04	\$0	\$0	\$0	

DEVELOPMENT BUDGET

	Total Cost	Residential			Eligible Basis Costs		Commercial	Applicant Comment
		Total	Per Unit	Per Sq. Ft.	70%	30%	Total	
REPORTS & STUDIES								
Appraisal(s)	\$ 3,500	\$3,500	\$90	\$0.10	\$3,500	\$3,500		
Market Study	\$ 9,500	\$9,500	\$244	\$0.28	\$9,500	\$9,500		
Physical Needs Assessment		\$0	\$0	\$0.00	\$0	\$0		
Environmental Studies	\$ 20,000	\$20,000	\$513	\$0.59	\$20,000	\$20,000		
Other: (specify)		\$0	\$0	\$0.00	\$0	\$0		
Other: (specify)		\$0	\$0	\$0.00	\$0	\$0		
Other: (specify)		\$0	\$0	\$0.00	\$0	\$0		
Other: (specify)		\$0	\$0	\$0.00	\$0	\$0		
Total Reports & Studies	\$33,000	\$33,000	\$846	\$0.97	\$33,000	\$33,000	\$0	
OTHER								
CTCAC App./Alloc./Monitor Fees		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
CDLAC Fees		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Local Permit Fees	\$ 312,000	\$312,000	\$8,000	\$9.18	\$312,000	\$312,000		State HOME funds used
Local Development Impact Fees	\$ 936,000	\$936,000	\$24,000	\$27.55	\$936,000	\$936,000		State HOME funds used
Other Costs of Bond Issuance		\$0	\$0	\$0.00	\$0	\$0		
Syndicator / Investor Fees & Expenses		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Furnishings	\$ 39,000	\$39,000	\$1,000	\$1.15	\$39,000	\$39,000		State HOME funds used
Final Cost Audit Expense	\$ 20,000	\$20,000	\$513	\$0.59	\$20,000	\$20,000		State HOME funds used
Marketing	\$ 39,000	\$39,000	\$1,000	\$1.15	XXXXXXXXXX	XXXXXXXXXX		State HOME funds used
Financial Consulting	\$ 30,000	\$30,000	\$769	\$0.88	\$30,000	\$30,000		State HOME funds used
Other: (specify)		\$0	\$0	\$0.00	\$0	\$0		
Other: (specify)		\$0	\$0	\$0.00	\$0	\$0		
Other: (specify)		\$0	\$0	\$0.00	\$0	\$0		
Other: (specify)		\$0	\$0	\$0.00	\$0	\$0		
Total Other Costs	\$1,376,000	\$1,376,000	\$35,282	\$40.50	\$1,337,000	\$1,337,000	\$0	
SUBTOTAL	\$9,925,505	\$9,925,505	\$254,500	\$292.17	\$9,493,701	\$9,498,701	\$0	
DEVELOPER COSTS								
Developer Fee/Overhead/Profit	\$ 775,500	\$775,500	\$19,885	\$22.83	\$775,500	\$775,500		State HOME funds used
Consultant/Processing Agent		\$0	\$0	\$0.00	\$0	\$0		
Project Administration		\$0	\$0	\$0.00	\$0	\$0		
Syndicator Consultant Fees		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Guarantee Fees		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Broker Fees Paid to Related Party		\$0	\$0	\$0.00	\$0	\$0		
Construction Oversight & Mgmt.	\$ 100,000	\$100,000	\$2,564	\$2.94	\$100,000	\$100,000		State HOME funds used
Other: (specify)		\$0	\$0	\$0.00	\$0	\$0		
Other: (specify)		\$0	\$0	\$0.00	\$0	\$0		
Total Developer Costs	\$875,500	\$875,500	\$22,449	\$25.77	\$875,500	\$875,500	\$0	
TOTAL DEVELOPMENT COST	\$10,801,005	\$10,801,005	\$276,949	\$317.94	\$10,369,201	\$10,374,201	\$0	

Bridge Loan Expense During Construction

Less Total Ineligible Financing Amounts

ELIGIBLE BASIS \$10,369,201 \$10,374,201

CTCAC Total Project Costs \$10,801,005

(Excludes Syndication Legal Fees and Syndicator / Investor Fees and Expenses)

UA Version 7/15/09

Additional Applicant Comments on Development Budget

If the Project includes commercial space, include a detailed explanation here of the method(s) used to allocate costs between commercial and residential use. E.g. "Line items allocated based on floor area are indicated by a 1 in the applicant comment box, line items allocated based on construction cost are indicated by a 2, and line items for which no allocation is necessary are indicated by a 3."

Tienda Drive Senior Housing															
Permanent Sources & Uses															
			Residential Permanent Sources of Funds										Commercial Sources		Residential Cost Difference Dev Budget vs. Sources
USES OF FUNDS	Total Costs (Residential & Commercial)	Total Residential Cost from Dev Budget	HUD Section 202	State HOME Investment Program	San Joaquin County HOME/CDBG	0	0	0	0	Gross Tax Credit Equity	Total Residential Sources	Commercial Costs	Source Name:	Source Name:	
												Total			
ACQUISITION															
Lesser of Land Cost or Value	\$315,000	\$315,000			\$315,000						\$315,000	\$0			\$0
Demolition	\$0	\$0									\$0	\$0			\$0
Legal & Closing Costs	\$22,500	\$22,500			\$22,500						\$22,500	\$0			\$0
Verifiable Carrying Costs	\$0	\$0									\$0	\$0			\$0
Subtotal	\$337,500	\$337,500	\$0	\$0	\$337,500	\$0	\$0	\$0	\$0	\$0	\$337,500	\$0	\$0	\$0	\$0
Existing Improvements Cost	\$0	\$0									\$0	\$0			\$0
Other: Site Maintenance	\$5,000	\$5,000			\$5,000						\$5,000	\$0			\$0
Total Acquisition	\$342,500	\$342,500	\$0	\$0	\$342,500	\$0	\$0	\$0	\$0	\$0	\$342,500	\$0	\$0	\$0	\$0
REHABILITATION															
Off-Site Improvements	\$0	\$0									\$0	\$0			\$0
Environmental Remediation	\$0	\$0									\$0	\$0			\$0
Site Work	\$0	\$0									\$0	\$0			\$0
Structures	\$0	\$0									\$0	\$0			\$0
General Requirements	\$0	\$0									\$0	\$0			\$0
Contractor Overhead	\$0	\$0									\$0	\$0			\$0
Contractor Profit	\$0	\$0									\$0	\$0			\$0
General Liability Insurance	\$0	\$0									\$0	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Total Rehabilitation Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RELOCATION															
Temporary Relocation	\$0	\$0									\$0	\$0			\$0
Permanent Relocation	\$0	\$0									\$0	\$0			\$0
Total Relocation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NEW CONSTRUCTION															
Off-Site Improvements	\$0	\$0									\$0	\$0			\$0
Environmental Remediation	\$0	\$0									\$0	\$0			\$0
Site Work (hard costs)	\$988,539	\$988,539	\$988,539								\$988,539	\$0			\$0
Structures (hard costs)	\$4,165,540	\$4,165,540	\$4,165,540								\$4,165,540	\$0			\$0
General Requirements	\$485,775	\$485,775	\$485,775								\$485,775	\$0			\$0
Contractor Overhead	\$129,380	\$129,380	\$129,380								\$129,380	\$0			\$0
Contractor Profit	\$129,380	\$129,380	\$129,380								\$129,380	\$0			\$0
General Liability Insurance	\$56,766	\$56,766	\$56,766								\$56,766	\$0			\$0
Other: Pricing and Design Contingency	\$744,423	\$744,423		\$744,423							\$744,423	\$0			\$0
Total New Construction	\$6,699,803	\$6,699,803	\$5,955,380	\$744,423	\$0	\$0	\$0	\$0	\$0	\$0	\$6,699,803	\$0	\$0	\$0	\$0
ARCHITECTURAL															
Design	\$501,302	\$501,302	\$74,626	\$360,801	\$65,875						\$501,302	\$0			\$0
Supervision	\$0	\$0									\$0	\$0			\$0
Total Architectural Costs	\$501,302	\$501,302	\$74,626	\$360,801	\$65,875	\$0	\$0	\$0	\$0	\$0	\$501,302	\$0	\$0	\$0	\$0
SURVEY & ENGINEERING															
Engineering	\$115,875	\$115,875		\$65,875	\$50,000						\$115,875	\$0			\$0
ALTA Land Survey	\$11,000	\$11,000			\$11,000						\$11,000	\$0			\$0
Total Survey & Engineering	\$126,875	\$126,875	\$0	\$65,875	\$61,000	\$0	\$0	\$0	\$0	\$0	\$126,875	\$0	\$0	\$0	\$0
CONTINGENCY COSTS															
Hard Cost Contingency	\$336,940	\$336,940		\$336,940							\$336,940	\$0			\$0
Soft Cost Contingency	\$75,940	\$75,940		\$61,255	\$14,685						\$75,940	\$0			\$0
Total Contingency Costs	\$412,880	\$412,880	\$0	\$398,195	\$14,685	\$0	\$0	\$0	\$0	\$0	\$412,880	\$0	\$0	\$0	\$0

Tienda Drive Senior Housing															
Permanent Sources & Uses															
			Residential Permanent Sources of Funds										Commercial Sources		Residential Cost Difference Dev Budget vs. Sources
USES OF FUNDS	Total Costs (Residential & Commercial)	Total Residential Cost from Dev Budget	HUD Section 202	State HOME Investment Program	San Joaquin County HOME/CDBG	0	0	0	0	Gross Tax Credit Equity	Total Residential Sources	Commercial Costs	Source Name:	Source Name:	
												Total			
CONSTRUCTION PERIOD EXPENSES															
Construction Loan Interest	\$0	\$0									\$0	\$0			\$0
Origination Fee	\$0	\$0									\$0	\$0			\$0
Credit Enhancement & App. Fee	\$0	\$0									\$0	\$0			\$0
Owner Paid Bonds/Insurance	\$0	\$0									\$0	\$0			\$0
Lender Inspection Fees	\$0	\$0									\$0	\$0			\$0
Taxes During Construction	\$21,098	\$21,098		\$21,098							\$21,098	\$0			\$0
Prevailing Wage Monitor	\$0	\$0									\$0	\$0			\$0
Insurance During Construction	\$73,150	\$73,150		\$73,150							\$73,150	\$0			\$0
Title and Recording Fees	\$30,000	\$30,000		\$30,000							\$30,000	\$0			\$0
Construction Mgmt. & Testing	\$100,000	\$100,000		\$100,000							\$100,000	\$0			\$0
Predevelopment Interest Exp.	\$42,594	\$42,594		\$42,594							\$42,594	\$0			\$0
Other: Lender Expenses	\$55,000	\$55,000		\$55,000							\$55,000	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Total Construction Expenses	\$321,842	\$321,842	\$0	\$321,842	\$0	\$0	\$0	\$0	\$0	\$0	\$321,842	\$0	\$0	\$0	\$0
PERMANENT FINANCING EXPENSES															
Loan Origination Fee(s)	\$0	\$0									\$0	\$0			\$0
Credit Enhancement & App. Fee	\$0	\$0									\$0	\$0			\$0
Title and Recording	\$15,000	\$15,000		\$15,000							\$15,000	\$0			\$0
Property Taxes	\$0	\$0									\$0	\$0			\$0
Insurance	\$0	\$0									\$0	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Total Permanent Financing	\$15,000	\$15,000	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0
LEGAL FEES															
Construction Lender Legal Expenses	\$30,000	\$30,000		\$30,000							\$30,000	\$0			\$0
Permanent Lender Legal Fees	\$25,000	\$25,000		\$25,000							\$25,000	\$0			\$0
Sponsor Legal Fees	\$0	\$0									\$0	\$0			\$0
Organizational Legal Fees	\$6,000	\$6,000		\$6,000							\$6,000	\$0			\$0
Syndication Legal Fees	\$0	\$0									\$0	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Total Legal Fees	\$61,000	\$61,000	\$0	\$61,000	\$0	\$0	\$0	\$0	\$0	\$0	\$61,000	\$0	\$0	\$0	\$0
CAPITALIZED RESERVES															
Operating Reserve	\$0	\$0									\$0	\$0			\$0
Replacement Reserve	\$25,304	\$25,304			\$25,304						\$25,304	\$0			\$0
Rent-Up Reserve	\$0	\$0									\$0	\$0			\$0
Transition Reserve	\$0	\$0									\$0	\$0			\$0
Other: HUD Minimum Capital Advance	\$10,000	\$10,000		\$10,000							\$10,000	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Total Capitalized Reserves	\$35,304	\$35,304	\$0	\$10,000	\$25,304	\$0	\$0	\$0	\$0	\$0	\$35,304	\$0	\$0	\$0	\$0
REPORTS & STUDIES															
Appraisal(s)	\$3,500	\$3,500			\$3,500						\$3,500	\$0			\$0
Market Study	\$9,500	\$9,500			\$9,500						\$9,500	\$0			\$0
Physical Needs Assessment	\$0	\$0									\$0	\$0			\$0
Environmental Studies	\$20,000	\$20,000			\$20,000						\$20,000	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Total Reports & Studies	\$33,000	\$33,000	\$0	\$0	\$33,000	\$0	\$0	\$0	\$0	\$0	\$33,000	\$0	\$0	\$0	\$0

Tienda Drive Senior Housing															
Permanent Sources & Uses															
			Residential Permanent Sources of Funds										Commercial Sources		Residential Cost Difference Dev Budget vs. Sources
USES OF FUNDS	Total Costs (Residential & Commercial)	Total Residential Cost from Dev Budget	HUD Section 202	State HOME Investment Program	San Joaquin County HOME/CDBG	0	0	0	0	Gross Tax Credit Equity	Total Residential Sources	Commercial Costs	Source Name:	Source Name:	
												Total			
OTHER															
CTCAC App./Alloc./Monitor Fees	\$0	\$0									\$0	\$0			\$0
CDLAC Fees	\$0	\$0									\$0	\$0			\$0
Local Permit Fees	\$312,000	\$312,000		\$258,061	\$53,940						\$312,001	\$0			(\$1)
Local Development Impact Fees	\$936,000	\$936,000		\$936,000							\$936,000	\$0			\$0
Other Costs of Bond Issuance	\$0	\$0									\$0	\$0			\$0
Syndicator / Investor Fees & Expenses	\$0	\$0									\$0	\$0			\$0
Furnishings	\$39,000	\$39,000		\$39,000							\$39,000	\$0			\$0
Final Cost Audit Expense	\$20,000	\$20,000		\$20,000							\$20,000	\$0			\$0
Marketing	\$39,000	\$39,000		\$39,000							\$39,000	\$0			\$0
Financial Consulting	\$30,000	\$30,000		\$30,000							\$30,000	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Total Other Costs	\$1,376,000	\$1,376,000	\$0	\$1,322,061	\$53,940	\$0	\$0	\$0	\$0	\$0	\$1,376,001	\$0	\$0	\$0	(\$1)
SUBTOTAL	\$9,925,505	\$9,925,505	\$6,030,006	\$3,299,196	\$596,304	\$0	\$0	\$0	\$0	\$0	\$9,925,506	\$0	\$0	\$0	(\$1)
DEVELOPER COSTS															
Developer Fee/Overhead/Profit	\$775,500	\$775,500		\$700,804	\$74,696						\$775,500	\$0			\$0
Consultant/Processing Agent	\$0	\$0									\$0	\$0			\$0
Project Administration	\$0	\$0									\$0	\$0			\$0
Syndicator Consultant Fees	\$0	\$0									\$0	\$0			\$0
Guarantee Fees	\$0	\$0									\$0	\$0			\$0
Broker Fees Paid to Related Party	\$0	\$0									\$0	\$0			\$0
Construction Oversight & Mgmt.	\$100,000	\$100,000		\$100,000							\$100,000	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Total Developer Costs	\$875,500	\$875,500	\$0	\$800,804	\$74,696	\$0	\$0	\$0	\$0	\$0	\$875,500	\$0	\$0	\$0	\$0
TOTAL DEVELOPMENT COST	\$10,801,005	\$10,801,005	\$6,030,006	\$4,100,000	\$671,000	\$0	\$0	\$0	\$0	\$0	\$10,801,006	\$0	\$0	\$0	(\$1)
CTCAC Total Project Costs \$10,801,005															
(Excludes Syndication Legal Fees and Syndicator / Investor Fees and Expenses)															
UA Version 7/15/09															
Permanent Source Amount from Dev Sources Worksheet			\$6,030,006	\$4,100,000	\$671,000	\$0	\$0	\$0	\$0	\$0	\$10,801,006	\$0			
Permanent Sources Difference			\$0	(\$0)	(\$0)	\$0	\$0	\$0	\$0	\$0	(\$0)	\$0	\$0	\$0	

Draft 8/5/10

Tienda Drive Senior Housing

ANNUAL INCOME AND EXPENSES

ON-SITE EMPLOYEE INFORMATION

No.	FTE	Employee Job Title	Salary/Wages	Value of Free Rent
1		On-Site Manager(s)	\$38,000	\$0
		On-Site Assistant Manager(s)	\$0	\$0
1		On-Site Maintenance Employee(s)	\$15,080	\$0
		On-Site Leasing Agent/Administrative Employee(s)	\$5,200	\$0
		On-Site Security Employee(s)	\$0	\$0
1		Services Coordinator	\$12,500	\$0
			\$0	\$0
			\$0	\$0
Total Salaries and Value of Free Rent Units			\$70,780	\$0
	6711	Payroll Taxes	\$5,000	Show free rent as an expense? <input type="radio"/> Yes <input checked="" type="radio"/> No
	6722	Workers Compensation	\$3,960	
	6723	Employee Benefits	\$10,000	
On-Site Employee(s) Payroll Taxes, Workers Comp. & Benefits			\$18,960	
Total On-Site Employee(s) Expenses			\$89,740	

Employee Units

Income Limit	Job Title(s) of Employee(s) Living On-Site	Unit Type (No. of bdrms.)	Square Footage
None	On-Site Manager(s)	2	850
		0	0
		0	0
Total Square Footage			850

Annual Operating Budget

Acct. No.	REVENUE - INCOME	Residential	Commercial
5120/5140	Rent Revenue - Gross Potential		\$0
	Restricted Unit Rents	\$250,344	
	Unrestricted Unit Rents	\$0	
5121	Tenant Assistance Payments HUD 202 PRAC	\$90,744	
		\$0	
	Operating Subsidies	\$0	
	Other: (specify)	\$0	\$0
5910	Laundry and Vending Revenue	\$3,201	
5170	Garage and Parking Spaces	\$0	\$0
5990	Miscellaneous Rent Revenue	\$0	\$0
Gross Potential Income (GPI)		\$344,289	\$0

	Vacancy Rate: Restricted Units	5.0%	
	Vacancy Rate: Unrestricted Units	5.0%	
	Vacancy Rate: Tenant Assistance Payments	5.0%	
	Vacancy Rate: Other: (specify)	5.0%	
	Vacancy Rate: Laundry & Vending & Other Income	5.0%	
	Vacancy Rate: Commercial Income		50.0%
5220/5240	Vacancy Loss(es)	\$17,214	\$0
Effective Gross Income (EGI)		\$327,075	\$0

Acct. No.	EXPENSES	Residential	Commercial
ADMINISTRATIVE EXPENSES: 6200/6300			
6203	Conventions and Meetings	\$640	\$0
6210	Advertising and Marketing	\$500	\$0
6250	Other Renting Expenses	\$1,200	\$0
6310	Office/Administrative Salaries -- from above	\$5,200	\$0
6311	Office Expenses	\$2,000	\$0
6312	Office or Model Apartment Rent	\$0	\$0
6320	Management Fee	\$28,728	\$0
6325	Social Services Coordinator -- from above	\$12,500	\$0
6330	Site/Resident Manager(s) Salaries -- from above	\$38,000	\$0
6331	Administrative Free Rent Unit -- from above	\$0	\$0
6340	Legal Expense -- Project	\$680	\$0
6350	Audit Expense	\$7,000	\$0
6351	Bookkeeping Fees/Accounting Services	\$7,200	\$0
6390	Miscellaneous Administrative Expenses	\$5,000	\$0
6391	Social Programs/Social Services	\$0	\$0
6263T	TOTAL ADMINISTRATIVE EXPENSES	\$108,648	\$0

Draft 8/5/10

Tienda Drive Senior Housing

ANNUAL INCOME AND EXPENSES

Acct. No.	EXPENSES (continued)	Residential	Commercial
UTILITIES EXPENSES: 6400			
6450	Electricity	\$9,996	\$0
6451	Water	\$10,800	\$0
6452	Gas	\$15,000	\$0
6453	Sewer	\$3,900	\$0
	Other Utilities: (specify)	\$0	\$0
6400T	TOTAL UTILITIES EXPENSES	\$39,696	\$0
OPERATING AND MAINTENANCE EXPENSES: 6500			
6510	Payroll -- from above	\$15,080	\$0
6515	Supplies	\$3,200	\$0
6520	Contracts	\$6,000	\$0
6521	Operating & Maintenance Free Rent Unit -- from above	\$0	\$0
6525	Garbage and Trash Removal	\$8,000	\$0
6530	Security Contract	\$2,000	\$0
6531	Security Free Rent Unit -- from above	\$0	\$0
6546	Heating/Cooling Repairs and Maintenance	\$660	\$0
6548	Snow Removal	\$0	\$0
6570	Vehicle & Maintenance Equipment Operation/Reports	\$0	\$0
6590	Miscellaneous Operating and Maintenance Expenses	\$2,640	\$0
6500T	TOTAL OPERATING & MAINTENANCE EXPENSES	\$37,580	\$0
TAXES AND INSURANCE: 6700			
6710	Real Estate Taxes	\$9,000	\$0
6711	Payroll Taxes (Project's Share) -- from above	\$5,000	\$0
6720	Property and Liability Insurance (Hazard)	\$4,500	\$0
6729	Other Insurance (e.g. Earthquake)	\$0	\$0
6721	Fidelity Bond Insurance	\$0	\$0
6722	Worker's Compensation -- from above	\$3,960	\$0
6723	Health Insurance/Other Employee Benefits--from above	\$10,000	\$0
6790	Miscellaneous Taxes, Licenses, Permits & Insurance	\$960	\$0
6700T	TOTAL TAXES AND INSURANCE	\$33,420	\$0
ASSISTED LIVING/BOARD & CARE: 6900			
6932	Food	\$0	\$0
6980	Recreation and Rehabilitation	\$0	\$0
6983	Rehabilitation Salaries	\$0	\$0
6990	Other Service Expenses: (specify)	\$0	\$0
6900T	TOTAL ASSISTED LIVING EXPENSES	\$0	\$0
	TOTAL OPERATING EXPENSES	\$219,344	\$0
FUNDED RESERVES: 7200			
		Residential	Commercial
7210	Required Replacement Reserve Deposits	\$15,200	\$0
7220	Other Reserves: (specify)	\$0	\$0
7230	Other Reserves: (specify)	\$0	\$0
7240	Other Reserves: (specify)	\$0	\$0
	TOTAL RESERVES	\$15,200	\$0
GROUND LEASE			
		Residential	Commercial
	Ground Lease	\$0	\$0
	TOTAL GROUND LEASE	\$0	\$0
	NET OPERATING INCOME	\$92,531	\$0
FINANCIAL EXPENSES: 6800			
6820	1st Mortgage Debt Service	\$0	\$0
6830	2nd Mortgage Debt Service	\$0	\$0
6840	3rd Mortgage Debt Service	\$0	\$0
6890	Miscellaneous Financial Expenses: (specify)	\$0	\$0
6800T	TOTAL FINANCIAL EXPENSES	\$0	\$0
	CASH FLOW	\$92,531	\$0
6391	Social Programs/Social Services	\$0	
6590	Asset Management/Similar Fees	\$0	\$0
Total Operating Expenses Per Unit		Per Year	Per Month
Without any Adjustments		\$5,772	\$481
With the Value of Rent-Free Units Included		\$5,772	\$481
Without RE Taxes, Social Services Coordinator or Social Services/Social Programs and With the Value of Rent Fee Units Included		\$5,206	\$434

UA Version 7/15/09

RESOLUTION NO. 2010-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY
MANAGER TO SUBMIT A JOINT APPLICATION WITH EDEN HOUSING, INC. TO
THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY
DEVELOPMENT FOR HOME INVESTMENT PARTNERSHIPS PROGRAM
FUNDING; AND IF SELECTED, THE EXECUTION OF A STANDARD
AGREEMENT, ANY AMENDMENTS THERETO, AND OF ANY RELATED
DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME INVESTMENT
PARTNERSHIP PROGRAM

=====

WHEREAS, The California Department of Housing and Community Development (the "Department") is authorized to allocate HOME Investment Partnerships Program ("HOME") funds made available from the U.S. Department of Housing and Urban Development ("HUD"). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200; and

WHEREAS, On June 1, 2010 the Department issued a 2010 Notice of Funding Availability announcing the availability of funds under the HOME program (the "NOFA"); and

WHEREAS, In response to the 2010 NOFA, the City of Lodi, a municipal corporation, and Eden Housing, Inc., a nonprofit corporation (the "Applicants"), wishes to apply to the Department for, and receive an allocation of, HOME funds for the senior rental housing project in Lodi, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager, in response to the 2010 NOFA, to submit a joint application with Eden Housing, Inc. to the Department to participate in the HOME program and for an allocation of funds not to exceed Five Million, One Hundred Thousand Dollars (\$5,100,000) for the following activities and/or programs: Development of an affordable senior rental housing project in Lodi, California, and any eligible costs related to the administration of the HOME funds and project delivery.

BE IT FURTHER RESOLVED, if the application for funding is approved, the Applicants hereby agree to use HOME funds for eligible activities in the manner presented in the application as approved by HCD in accordance with the statutes and regulations stated above. The City Manager is authorized and may also execute a standard agreement, any amendments thereto, and any and all other documents or instruments necessary or required by HCD for participation in the HOME program.

Dated: August 18, 2010

=====

I hereby certify that Resolution No. 2010-_____ was passed and adopted by the Lodi City Council in a regular meeting held August 18, 2010, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2010-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Acknowledging Lodi Nut Company's Permitted Industrial Use at 1206, 1218 and 1230 South Fairmont Avenue

MEETING DATE: August 18, 2010

PREPARED BY: Interim City Manager

RECOMMENDED ACTION: Adopt resolution acknowledging Lodi Nut Company's permitted industrial use at 1206, 1218 and 1230 South Fairmont Avenue.

BACKGROUND INFORMATION: Lodi Nut Company has operated at this general location since 1919, 36 years before it and surrounding properties were annexed into the City of Lodi and zoned for residential use. As a result, the company has not needed a Use Permit from the City.

When the City identified properties for the San Joaquin County Enterprise Zone in 2008, Lodi Nut Company was excluded because of two potentially disqualifying elements: First, it was not contiguous with any other industrial or commercial property and, second, it was located on property zoned residential, although it has a legal nonconforming use.

The City, working with the State Department of Housing and Community Development, is attempting to add Lodi Nut Company to the Enterprise Zone as part of a larger expansion application by San Joaquin County's Economic Development Department. Although the Enterprise Zone's contact at HCD has said Lodi Nut Company should be added to the zone despite the improper zoning and lack of a Use Permit, the company is seeking official action from the City supporting its allowed nonconforming use in the event the State balks at the addition.

As an alternative to Lodi Nut Company obtaining a Use Permit, which it does not need to continue operating, the City Council is being asked to adopt a resolution acknowledging Lodi Nut Company's permitted industrial use at its existing location. The resolution documents the City's endorsement of Lodi Nut Company's operation on South Fairmont Avenue and support the company's inclusion in the Enterprise Zone expansion application.

This resolution will not restrict the City's ability to enforce zoning regulations in the future. Because of its location in a residentially zoned area, Lodi Nut Company is unable to obtain a Use Permit for substantially different operations.

FISCAL IMPACT: None.

FUNDING: Not applicable.

Konradt Bartlam
Interim City Manager

Prepared by: Jeff Hood, Management Analyst
Attachments: Map (Exhibit A), Letter to HCD (Exhibit B)

APPROVED: _____
Konradt Bartlam, Interim City Manager

CITY COUNCIL

PHIL KATZAKIAN, Mayor
SUSAN HITCHCOCK,
Mayor Pro Tempore
BOB JOHNSON
JOANNE MOUNCE
LARRY D. HANSEN

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6702 / FAX (209) 333-6807
www.lodi.gov cityclerk@lodi.gov

FILE COPY

BLAIR KING, City Manager
RANDI JOHL, City Clerk
D. STEPHEN SCHWABAUER
City Attorney

Dec. 9, 2009

Lynn L. Jacobs, Director
California Department of Housing and Community Development
1800 Third Street
Sacramento, CA 95811-6942

Dear Ms. Jacobs,

The City of Lodi requests that the Lodi Nut Company, 1230 S. Fairmont Ave. (APNs 031-070-13 and 031-070-14) be added to the San Joaquin County Enterprise Zone.

Essentially, Lodi Nut Company started as an industrial business outside the Lodi city limits more than 90 years ago. Over time, the City grew around the plant, annexing the property in 1955. Because Lodi Nut Company was an existing industrial use and has continuously operated ever since, the industrial use is allowed by the City as a "grandfathered" nonconforming use on a residentially zoned parcel.

Attached is a letter from Calvin Suess, president of the Lodi Nut Company, outlining his company's history in Lodi, facts that are corroborated by City records.

Lodi Nut Company has never been required to obtain a use permit. To illustrate the company's long history, Lodi Nut Company operates under City business license No. 537, while newly issued license numbers now are approaching 17,000.

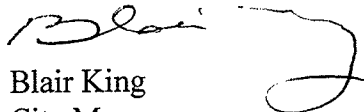
Parcel 031-070-14 is less than 200 yards from an existing Enterprise Zone parcel at 1334 S. Ham Lane (APN 032-070-32).

In the event Lodi Nut Company ceases operations at this location during the life of the San Joaquin County Enterprise Zone, the City of Lodi will take the steps necessary to remove the company's parcels from the zone.

We hope you will agree that the unique circumstances surrounding Lodi Nut Company's location should not exclude it from participating in the San Joaquin County Enterprise Zone.

If you have additional questions, please feel free to contact me at (209) 333-6700 or Jeff Hood in the Lodi City Manager's Office, (209) 333-6801.

Sincerely,


Blair King
City Manager

Attachment: Letter from Lodi Nut Company

LODI NUT COMPANY, INC.

November 20, 2009

Mr. Jeff Hood
Office of the City Manager
City of Lodi
P. O. Box 3006
Lodi, CA 95241

Dear Mr. Hood,

This letter is a request that Lodi Nut Company, Inc.'s facility located at 1230 South Fairmont Avenue, Lodi, California, be included in the San Joaquin County Enterprise Zone.

Justification for this request is: Lodi Nut Company operates as a nonconforming industrial food processing plant in an area zoned R-1, Single Family Residential. The reason for the City of Lodi approval of the nonconforming use is outlined below.

History of Company – Grandfather Status

The company began operation in 1919 as Stone Nut Company – 36 years before the property was annexed to the City of Lodi on May 23, 1955. Further, our family purchased and renamed the business Lodi Nut Company in 1949 – six years before annexation. Overall, the company has been in continuous operation for 90 years at its present location. I have enclosed a copy of the Grant Deed, dated May 3, 1952 (3 years before annexation). Please note the mailing address is Route 3, Box 11-A, Lodi, California.

Upon annexation into the City of Lodi, the nut processing business was given grandfather status as a nonconforming industrial business in an area zoned R-1, Single Family Residential.

Further, over the years of operation, the city has approved four variance requests for expansion. Each time the findings of the City of Lodi Planning Commission has been: "The granting of the variance would not be detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which the property is located." As verification, as many as twenty-one neighbors, living in the vicinity of the nut company, signed a petition requesting approval of the variance. In turn, the management of Lodi Nut Company has made it a top priority to be a good neighbor.


Mr. Jeff Hood
Office of City Manager
Lodi Nut Co. Request for Inclusion into the San Joaquin County Enterprise Zone
Page 2

Inclusion of Lodi Nut Company into the San Joaquin County Enterprise Zone, as in the past variances, will have no adverse effect on the neighborhood surrounding our facilities.

If you have any questions or require additional information, please do not hesitate to call me. Office telephone (209) 334-2081; Cell Phone (209) 747-3054; email kellysuess@lodinut.com

Your assistance in the granting of this request will be greatly appreciated.

Sincerely,



Calvin (Kelly) Suess
President/CEO

Enclosure: Copy of Grant Deed

14010

PLACE INTERNAL REVENUE STAMPS IN THIS SPACE

Grant Deed

I.R.S. _____

TED HOCHHALTER and RUTH HOCHHALTER, his wife

(GRANTOR - GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Do Hereby Grant to TED HOCHHALTER and RUTH HOCHHALTER, as
and
husband/wife, as community property.

the real property in the _____

County of San Joaquin, State of California, described as follows:

A portion of the Southeast Quarter of Section 11, T. 3 N., R. 6 E.,
 M.D.B. & M., San Joaquin County, and being more particularly described
 as follows:

Commencing at the southwest corner of said quarter and run Easterly
 along the south line of said quarter, 690.0 feet to an iron bolt;
 thence North along the center line of the County Road known as Walnut
 Avenue, 711.1 feet to the true point of beginning; thence North along
 said center line, 335.0 feet to a point; thence Easterly and parallel
 to said south line, 152.0 feet to an iron rod; thence North and para-
 llel to said center line, 103.0 feet to an iron rod; thence Easterly
 and parallel to said south line, 248.0 feet to an iron rod; thence
 South and parallel to said center line, 300.0 feet to an iron rod;
 thence Easterly and parallel to said south line, 185.0 feet to an
 iron rod; thence South and parallel to said center line, 138.0 feet
 to an iron rod; thence Westerly and parallel to said south line,
 585.0 feet to the point of beginning, containing 4.25 acres, more
 or less.

Subject to the County Road known as Walnut Avenue over West 30. feet
 thereof.

Dated May 3rd 1952

Ted Hochhalter
Ruth Hochhalter

STATE OF CALIFORNIA
 COUNTY OF
 SAN JOAQUIN

} ss.

On May 3rd 1952
 before me, ANTHONY N. PEROVICH
 a Notary Public in and for said County and State, person-
 ally appeared

TED HOCHHALTER and RUTH
HOCHHALTER, his wife

known to me to be the persons whose name s are
 subscribed to the within instrument and acknowledged that
they executed the same.

WITNESS my hand and official seal.

(Seal) Anthony N. Perovich
 Notary Public in and for said County and State.

My Commission Expires Nov. 20, 1952

SPACE BELOW FOR RECORDER'S USE ONLY

14010

UNRECORDED

RECORDED BY

Litts, Mullen & Perovich

MAY 6 1952 - 84 M

in BOOK 1419 PAGE 425
 OFFICIAL RECORDS
 OF SAN JOAQUIN COUNTY

Martha H. Oehler
 County Recorder

FEES \$ 1.80

WHEN RECORDED, PLEASE MAIL THIS INSTRUMENT TO

Ted HochhalterRt. 3, Box 11-A, Lodi, Calif.

RESOLUTION NO. 2010-_____

A RESOLUTION OF THE LODI CITY COUNCIL
ACKNOWLEDGING LODI NUT COMPANY'S PERMITTED
INDUSTRIAL USE AT 1206, 1218 AND 1230 SOUTH
FAIRMONT AVENUE

=====

WHEREAS, Lodi Nut Company originated in 1919 and its industrial property was annexed into the City of Lodi in 1955; and

WHEREAS, Lodi Nut Company property was zoned for residential use upon annexation; and

WHEREAS, Lodi Nut Company has a legally allowed nonconforming industrial use at its location because the residential zoning designation was established upon annexation into the City; and

WHEREAS, Lodi Nut Company's inclusion in the San Joaquin County Enterprise Zone will be a benefit to the community;

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council acknowledges Lodi Nut Company's permitted industrial use at 1206, 1218 and 1230 South Fairmont Avenue.

Dated: August 18, 2010

=====

I hereby certify that Resolution No. 2010-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 18, 2010 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2010-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Participation With the San Joaquin Valley Partner Cities in the Smart Valley Places Compact

MEETING DATE: August 18, 2010

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Adopt resolution approving participation with the San Joaquin Valley partner cities in the Smart Valley Places Compact.

BACKGROUND INFORMATION: The California Partnership for the San Joaquin Valley was established by Governor Arnold Schwarzenegger through an Executive Order in 2005 to focus attention on the unique challenges and needs of the eight-county San Joaquin Valley region.

The Partnership has established a Smart Valley Places Compact, a draft of which is attached as Exhibit A, as a direct partnership among cities and other local and regional partners with the purpose to locally define and implement a regional plan for sustainable development for the San Joaquin Valley.

The initial eligible partner cities for voting membership in the Smart Valley Places network are the 16 federally defined and recognized Urbanized Areas (50,000 population and over) in the eight counties of San Joaquin Valley region, represented as follows:

- Cities of Stockton, Tracy, Manteca, and Lodi in San Joaquin County
- Cities of Modesto and Turlock in Stanislaus County
- City of Merced in Merced County
- City of Madera in Madera County
- Cities of Fresno and Clovis in Fresno County
- City of Hanford in Kings County
- Cities of Visalia, Porterville and Tulare in Tulare County
- Cities of Bakersfield and Delano in Kern County

This Smart Valley Places network is also being created in response to a Federal Notice of Funding Availability (NOFA) from the Sustainable Communities Partnership, made up of the U.S. Departments of Housing and Urban Development (HUD), Transportation (DOT), and the Environmental Protection Agency (EPA). This NOFA for the Sustainable Communities Planning Grant Program will support regional planning efforts that integrate housing, land use, economic and workforce development, transportation, and infrastructure investments in a manner that empowers jurisdictions to consider the interdependent challenges of economic competitiveness and revitalization; social equity, inclusion, and access to opportunity; energy use and climate

APPROVED: _____
Konradt Bartlam, Interim City Manager

change; as well as public health and environmental impacts. The Sustainable Communities Planning Grant Program places a priority on partnerships such as the Smart Valley Places Compact between San Joaquin Valley agencies and organizations.

Funding through this NOFA could be used for a number of planning projects under consideration, such as a Climate Action Plan and an Economic Development Strategic Plan.

FISCAL IMPACT: Not Applicable

FUNDING AVAILABLE: Not Applicable

Konradt Bartlam
Community Development Director

KB/jw

Attachment:

SMART VALLEY PLACES

‘A Region of Partner Cities’ COMPACT for a Sustainable San Joaquin Valley

1. Shared Planning Principles for a Regional Plan for Sustainable Development

The San Joaquin Valley is recognized as a critical geography and resource area for the continued growth and sustainability of California and for the West Coast of the United States. But the Valley, and especially its cities which will be the focus for successfully accommodating future growth and implementing sustainability, face significant and daunting economic, revitalization, affordable housing, social, environmental, public health, natural and fiscal resource, and other challenges.

The parties to this Smart Valley Places COMPACT affirm that much collaborative work has been accomplished as a region to assess our shared challenges and to identify shared planning principles for continued economic growth and urban development, preservation of the rich agricultural land base and water resources, improved education and health, broader prosperity, and to enable implementation of the essential elements of long-term success, and that these parties commit to each other to share planning principles and incorporate them into their respective local policies and codes through a process that engages all stakeholders and residents in order to comprise and facilitate the implementation of a comprehensive regional plan for sustainable development.

The shared principles acknowledged here include:

The Smart Growth Principles adopted and established as the benchmark for achieving a San Joaquin Valley Blueprint:

- Create a range of housing opportunities and choices
- Create walkable neighborhoods
- Encourage community and stakeholder collaboration
- Foster distinctive, attractive communities with a strong sense of place
- Make development decisions predictable, fair, and cost-effective
- Mix land uses
- Preserve open space, farmland, natural beauty, and critical environmental areas
- Provide a variety of transportation choices
- Strengthen and direct development towards existing communities
- Take advantage of compact building design
- Enhance the economic vitality of the region
- Support actions that encourage environmental resource management

EXHIBIT A

The six major initiatives of the California Partnership for the San Joaquin Valley Strategic Action Proposal developed by the ten regional work groups for economic development, higher education and workforce development, K-12 education, transportation, land use, agriculture and housing, air quality, water, energy, health and human services, and advanced communications services and information technology – to build on the existing strengths and address the current challenges to achieve a Prosperous Economy, Quality Environment, and Social Equity—the “3Es” of sustainable growth for the San Joaquin Valley:

- Grow a Diversified, Globally-Competitive Economy Supported by a Highly-Skilled Workforce
- Create a Model K-12 Public Education System
- Implement an Integrated Framework for Sustainable Growth
- Build a 21st Century Transportation Mobility System
- Attain Clean Air Standards
- Develop High-Quality Health and Human Services

The HUD-EPA-DOT Livability Principles:

- **Provide more transportation choices.** Develop safe, reliable, and economical transportation choices to decrease household transportation costs, reduce our nation’s dependence on foreign oil, improve air quality, reduce greenhouse gas emissions, and promote public health.
- **Promote equitable, affordable housing.** Expand location- and energy-efficient housing choices for people of all ages, incomes, races, and ethnicities to increase mobility and lower the combined cost of housing and transportation.
- **Enhance economic competitiveness.** Improve economic competitiveness through reliable and timely access to employment centers, educational opportunities, services and other basic needs by workers, as well as expanded business access to markets.
- **Support existing communities.** Target funding toward existing communities—through strategies like transit oriented, mixed-use development, and land recycling—to increase community revitalization and the efficiency of public works investments and safeguard rural landscapes.
- **Coordinate and leverage policies and investment.** Align policies and funding to remove barriers to collaboration, leverage funding, and increase the accountability and effectiveness of all levels of government to plan for future growth, including making smart energy choices such as locally generated renewable energy.
- **Value communities and neighborhoods.** Enhance the unique characteristics of all communities by investing in healthy, safe, and walkable neighborhoods—rural, urban, or suburban.

EXHIBIT A

2. Smart Valley Places Network and Purpose

Smart Valley Places is a formal network of partner cities, other jurisdictional partners, public agencies and institutions, private, nongovernmental and community-based organizations with the united purpose to locally define and mutually implement a regional plan for sustainable development for the San Joaquin Valley.

Smart Valley Places asserts that a direct partnership among Valley cities is the best and most effective way to create and coordinate a pool of resources, templates, models, technical expertise, and utilize the local land use and zoning authority required that will lead to the practical and measurable implementation of long-term San Joaquin Valley sustainability.

Smart Valley Places builds upon the regional analyses and recommendations of the California Partnership for the San Joaquin Valley, the eight county Blueprint planning efforts, smart planning in individual member cities and counties, and the technical expertise of and partnership with councils of governments, research universities, institutes, and more advanced cities and regional associations in California and the U.S.

Smart Valley Places partner cities are committed to jointly developing, locally applying, mutually evaluating, broadly sharing, and individually mentoring other Valley cities and rural community partners in the implementation of an array of proven and best practice smart land use planning tools, model plans and development codes, climate action strategies, sustainability policies and programs, and related public education, engagement, and leadership development initiatives – that connect and combine the Smart Growth Principles adopted and established as the benchmark for achieving a San Joaquin Valley Blueprint, the six major initiatives of the California Partnership for the San Joaquin Valley Strategic Action Proposal, and the HUD-EPA-DOT Livability Principles.

3. Smart Valley Places Cities COMPACT

A. Initial Partner City Membership

The initial eligible partner cities for voting membership in the Smart Valley Places network are the 16 federally defined and recognized Urbanized Areas (50,000 population and over) in the eight counties of San Joaquin Valley region, represented as follows:

- Cities of Stockton, Tracy, Manteca, and Lodi in San Joaquin County
- Cities of Modesto and Turlock in Stanislaus County
- City of Merced in Merced County
- City of Madera in Madera County

EXHIBIT A

- Cities of Fresno and Clovis in Fresno County
- City of Hanford in Kings County
- Cities of Visalia, Porterville and Tulare in Tulare County
- Cities of Bakersfield and Delano in Kern County

The expansion of voting membership in the Smart Valley Places COMPACT network through the addition of cities and other partners is anticipated as network organization and member performance capabilities increase over time to have the ability to accommodate member expansion.

B. Governance

Smart Valley Places - Executive Committee

City Councils of participating city COMPACT partners authorize their City Managers to be their voting representatives on the Executive Committee of Smart Valley Places, with one vote for each partner city. The Executive Committee will meet as often as necessary to provide policy guidance and administrative oversight for Smart Valley Places network related contracts, agreements, grant applications and awards, resource allocations, performance evaluation of projects and programs, and any other network business or communications, and to review, evaluate, and direct the work of the Planners Steering Committee, but will meet no less than two times per calendar year.

Smart Valley Places – Planners Steering Committee

The Planners Steering Committee of participating city COMPACT partners is formed by the appointment from each City Manager of the Planning Director and/or Assistant Planning Director from each participating city partner. The Planners Steering Committee will meet as frequently as it prescribes for itself – in order to monitor and encourage achievement of Smart Valley Places COMPACT goals for implementation of a regional plan for sustainable development, and to coordinate and prepare information for the Executive Committee related to Smart Valley Places network related contracts, agreements, grant applications and awards, resource allocations, performance evaluation of projects and programs, and any other network business or communications.

Smart Valley Places – Initial Regional Lead and Fiscal Agents

The California Partnership for the San Joaquin Valley and the CSU Fresno Foundation will act as the initial regional lead and fiscal agents for the Smart Valley Places Cities COMPACT – acting as an umbrella organization, grant applicant, and fiscal fiduciary under terms defined in a contractual agreement approved by the Executive Committee for Smart Valley Places grant proposals and other funding applications and resources until Smart Valley Places either has the legal status be its own applicant and fiduciary or chooses other agents.

RESOLUTION NO. 2010-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO PARTICIPATE
WITH THE SAN JOAQUIN VALLEY PARTNER CITIES IN
THE SMART VALLEY PLACES COMPACT

=====

WHEREAS, the San Joaquin Valley (Valley) is recognized as integral to the continued growth and sustainability of California, and the Valley's cities which will be the focus for successfully accommodating future growth and implementing sustainability face significant and daunting economic, revitalization, affordable housing, social, environmental, public health, natural and fiscal resource, and other challenges; and

WHEREAS, the Valley region has assessed shared challenges and identified shared planning principles for continued economic growth and urban development, preservation of the rich agricultural land base and water resources, improved education and health, broader prosperity, and to enable implementation of the essential elements of long-term success; and

WHEREAS, the Valley's shared planning principles are appropriately represented by the Smart Growth Principles adopted and established as the benchmark for achieving a San Joaquin Valley Blueprint, the six major initiatives of the California Partnership for the San Joaquin Valley Strategic Action Proposal, and the HUD-EPA-DOT Livability Principles; and

WHEREAS, a direct partnership among Valley cities is the best and most effective way to create and coordinate a pool of resources, templates, and best practices, and use the local land use and zoning authority required that will lead to the practical and measurable implementation of shared planning principles for long-term San Joaquin Valley viability; and

WHEREAS, Smart Valley Places is being established as a direct partnership among cities and other local and regional partners with the purpose to locally define and implement a regional plan for sustainable development for the San Joaquin Valley; and

WHEREAS, it is desirable that partner cities of Smart Valley Places enter into a COMPACT and commit to each other to share planning principles and incorporate them into their respective local policies and codes through a process that engages all stakeholders and residents in order to comprise and facilitate the implementation of a comprehensive regional plan for sustainable development; and

WHEREAS, the initial eligible partner cities for voting membership in the Smart Valley Places COMPACT are the 16 federally defined and recognized Urbanized Areas (50,000 population and over) in the eight counties of San Joaquin Valley region; and

WHEREAS, the expansion of voting membership in the Smart Valley Places COMPACT network through the addition of cities and other partners is anticipated as network organization and member performance capabilities increase over time to have the ability to accommodate member expansion; and

WHEREAS, the Smart Valley Places COMPACT provides for governance by an Executive Committee of City Managers appointed and empowered by their respective City Councils to provide policy guidance and administrative oversight for Smart Valley Places network related contracts, agreements, grant applications and awards, resource allocations, evaluation of projects and programs, a multi-city Planners Steering Committee, and any other network business; and

WHEREAS, the California Partnership for the San Joaquin Valley and the CSU Fresno Foundation are designated to act as the initial regional lead and fiscal agents for grant applications from and funding awards to the Smart Valley Places COMPACT cities under terms defined in a contractual agreement approved by the Smart Valley Places COMPACT Executive Committee; and

WHEREAS, the City of Lodi intends to locally incorporate the shared planning principles of the Valley region and to work collaboratively with other Valley cities to locally define and mutually implement a regional plan for sustainable development for the San Joaquin Valley as outlined in the Smart Valley Places COMPACT; and

WHEREAS, a public meeting was held on August 18, 2010, at which time participation in the Smart Valley Places COMPACT was considered by the Lodi City Council.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby agree and affirm that Lodi's participation in the Smart Valley Places COMPACT, in conjunction with the other Smart Valley Places COMPACT partner cities referenced herein, is both desirable and necessary to provide for continued economic growth and urban development, preservation of the rich agricultural land base and water resources, improved education and health, broader prosperity, and to enable implementation of the essential elements of long-term sustainability in both Lodi and the greater San Joaquin Valley; and

BE IT FURTHER RESOLVED that the City Manager, or designee, is hereby authorized to participate as a voting member of the Smart Valley Places COMPACT Executive Committee and to execute all necessary grant documents, agreements, MOUs and other documentation needed to carry out the business of Smart Valley Places on behalf of the City of Lodi.

Dated: August 18, 2010

=====

I hereby certify that Resolution No. 2010-_____ was passed and adopted by the Lodi City Council in a regular meeting held August 18, 2010, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2010-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Authorize the Mayor, on Behalf of the City Council, to Send a Letter of Opposition to AB 602 (Feuer), Land Use - Cause of Actions and Time Limitations

MEETING DATE: August 18, 2010

PREPARED BY: Konradt Bartlam, Interim City Manager

RECOMMENDED ACTION: Authorize the Mayor, on behalf of the City Council, to send a letter of opposition to AB 602 (Feuer), Land Use - Cause of Actions and Time Limitations.

BACKGROUND INFORMATION: The City was asked by the League of California Cities to oppose AB 602 and send a letter of opposition regarding the same to specific members of the Legislature.

Existing law allows opponents of a local legislative body's zoning and planning decision one year to file an objection if it meets certain requirements. If the decision relates to the supply of affordable housing, the opposition has 60 days after the notice is filed or the legislative body takes a final action in response to the notice, whichever occurs first.

This bill would authorize the notice to be filed any time after an action to adopt, amend, or revise a housing element. Essentially, this bill would create an unlimited statute of limitations to challenge land use planning decisions. For these reasons, it is recommended that local governments oppose the proposed legislation.

FISCAL IMPACT: Not applicable at this time.

FUNDING AVAILABLE: Not applicable at this time.

Konradt Bartlam
Interim City Manager

APPROVED: _____
Konradt Bartlam, Interim City Manager

CITY COUNCIL

PHIL KATZAKIAN, Mayor
SUSAN HITCHCOCK,
Mayor Pro Tempore
BOB JOHNSON
JOANNE MOUNCE
LARRY HANSEN

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6702 / FAX (209) 333-6807
www.lodi.gov cityclerk@lodi.gov

KONRADT BARTLAM,
Interim City Manager
RANDI JOHL, City Clerk
D. STEPHEN SCHWABAUER
City Attorney

August 18, 2010

The Honorable Mike Feuer
State Capitol Building, Room 3146
Sacramento, California 95814

SUBJECT: Notice of Opposition to AB 602 (Feuer): Land Use and Planning:
Cause of Actions: Time Limitations

Dear Assembly Member Feuer:

The City of Lodi opposes AB 602. This bill creates an unlimited statute of limitations period for claims arising out of a number of housing statutes, including the Housing Element, Density Bonus, and Housing Accountability Act (Anti-NIMBY law). In contrast, all other similar challenges to land use and zoning decisions must be made in 60 to 90 days.

Short statute of limitation periods generally apply to land use and zoning decisions in order to promote certainty for planning agencies and property owners. Once a decision is made, an owner can proceed to obtain permits and establish new uses, businesses, and jobs for the community. This bill would permit those that have a particular perspective to single out actions (and be awarded attorneys fees) years after a particular decision has been made, creating uncertainty precisely at the time when local governments are doing everything they can to encourage projects and economic development.

AB 602 is also troubling because the expansion of the housing element and other laws (such as the density bonus law) over the past two decades provide a great deal of legal fodder from which a plaintiff can use to sue. The language of this exception is very broad, and many of the standards included in the statutes to which it would apply are not written precisely. These factors make local agencies especially vulnerable.

Finally, the current economic downturn must be taken into account. Many cities are eliminating planning staff because of lost revenues. This means that cities will have difficulty complying with a myriad of new planning mandates with housing, fire protection, water conservation, flood protection, and greenhouse gas emissions. Put simply, cities are being asked to do more planning with less staff. AB 602 just assures that cities will continue to pay for this lack of resources well into the future (though liabilities, costs of defense in all cases, and attorneys fees in cases lost).

For these reasons, the City of Lodi is opposed to AB 602.

Sincerely,

Phil Katzakian
Mayor



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Set Public Hearing for October 6, 2010, to Receive Comments on and Consider Accepting City of Lodi's Report on Water Quality Relative to Public Health Goals

MEETING DATE: August 18, 2010

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Set a public hearing for October 6, 2010, to receive comments on and consider accepting the City of Lodi's Report on Water Quality Relative to Public Health Goals.

BACKGROUND INFORMATION: Attached is a report prepared by staff comparing Lodi's drinking water with the California Environmental Protection Agency's public health goals (PHGs) and with the United States Environmental Protection Agency's maximum contaminant level goals (MCLGs).

PHGs and MCLGs are not enforceable standards and no action to meet them is mandated.

California Code of Regulations, Title 22, Section 116470, mandates that a report be prepared every three years. The attached report is intended to provide information to the public, in addition to the Annual Water Quality Report mailed to each customer in April 2010. On August 7, 2010, a public notice appeared in the *Lodi News Sentinel* to inform any interested party of the Public Health Goals Report and its availability. The Report is also posted on the City's website.

The law also requires that a public hearing be held (which can be part of a regularly-scheduled public meeting) for the purpose of accepting and responding to public comment on the report. A notice of public hearing will be published in the *Lodi News Sentinel*.

Our water system complies with all of the health-based drinking water standards and maximum contaminant levels as required by the California Department of Health Services and the United States Environmental Protection Agency. No additional actions are required or recommended.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Charles E. Swimley, Jr., Deputy Public Works Director – Utilities
FWS/CS/pmf
Attachment

cc: Charles E. Swimley, Jr., Deputy Public Works Director – Utilities
Mike Schafer, Laboratory/Environmental Compliance Superintendent

APPROVED: _____
Konradt Bartlam, Interim City Manager

CITY OF LODI
REPORT ON WATER QUALITY
RELATIVE TO PUBLIC HEALTH GOALS
JUNE 2010

Background

Provisions of the California Health and Safety Code, Title 22, Section 116470, specify that larger water utilities (more than 10,000 service connections), are required to prepare a special report every three years detailing if their water quality measurements have exceeded any Public Health goals (PHGs). These are non-enforceable goals established by the Cal-EPA's Office of Environmental Health Hazard Assessment. The law also requires that where Cal-EPA has not adopted a PHG for a constituent, the water suppliers are to use the enforceable Maximum Contaminant Level Goals (MCLGs) adopted by the United States Environmental Protection Agency (U.S. EPA). Only constituents which have a California primary drinking water standard and for which either a PHG or MCLG has been set are to be addressed per regulations.

The law specifies what information is to be provided in the report. If a constituent was detected in the water supply at a level exceeding an applicable PHG or MCLG, this report provides the information required by law. Included are:

- The numerical public health risk associated with the Maximum Contaminant Level (MCL) and the PHG or MCLG;
- The category or type of risk to health that could be associated with each constituent;
- The best treatment technology available that could be used to reduce the constituent level;
- An estimate of the cost to install that treatment if it is appropriate and feasible.

What are PHGs?

PHGs are Public Health Goals set by the California Environmental Protection Agency's Office of Environmental Health Hazard Assessment and are based solely on public health risk considerations. None of the practical risk-management factors that are considered by the U.S. EPA or the California Department of Health Services in setting enforceable drinking water standards (Maximum Contaminant Levels or MCLs) are considered in setting the PHGs. These factors include analytical detection capability, treatment technology available, benefits and costs. The PHGs are not enforceable and are not required to be met by any public water system. MCLGs are the federal equivalent to PHGs.

Water Quality Data Considered:

All of the water quality data collected by our water system in 2007-2009 for purposes of determining compliance with drinking water standards was considered. In the attached 2009 Annual Water Quality Report which was mailed to our customers in April 2010, only data from 2009 was summarized. The attached 2009 Annual Water Quality Report also contains useful definitions for PHG, MCLG, MCL, microgram per liter, and milligram per liter.

Guidelines Followed:

The Association of California Water Agencies prepared guidelines for water utilities to use in preparing these required reports, and these guidelines were used in the preparation of our report. No guidance was available from state regulatory agencies.

Best Available Treatment Technology and Cost Estimates:

Both the U.S. EPA and the California Department of Health Services adopt what are known as Best Available Technologies or BATs which are the best known methods of reducing contaminant levels to the MCL. Costs can be estimated for such technologies. However, since many PHGs and all MCLGs are set much lower than the MCL, it is not always possible, nor feasible to determine what treatment is needed to further reduce a constituent downward to or near the PHG or MCLG, many of which are set at zero. Estimating the costs to reduce a constituent to zero is difficult, if not impossible, because it is not possible to verify by analytical means that the level has been lowered to a zero. In some cases, installing treatment to try and further reduce very low levels of one constituent may have adverse effects on other aspects of water quality. For example; to meet the Copper PHG, chemicals to further coat home plumbing would need to be added to Lodi's drinking water, and in GAC treatment systems, more frequent change outs of carbon and larger vessels keeping water in contact with activated carbon longer can both increase the risk of bacterial contamination.

The estimates below reflect only wellhead treatment capital and annual operation and maintenance costs for typical wells. Design, potential costs for additional land and other site specific requirements are not included, thus the potential costs are understated. These costs are not indicative of the total past and potential future costs to remediate groundwater throughout Lodi.

Constituents Detected That Exceed a PHG or a MCLG:

The following is a discussion of constituents that were detected in one or more of our drinking water sources at levels above the PHG, or if no PHG, above the MCLG.

Trichloroethylene (TCE): The PHG for TCE is 1.7 micrograms per liter (ug/L or parts per billion). The MCL or drinking water standard for TCE is 5 ug/L. We detected TCE at levels not exceeding the MCL in the discharge from 1 of Lodi's 25 City Wells used in 2009. The average for this City Well in 2007-09 was:

City Well No. 2 - 2.6 ug/L

The category of health risk associated with TCE, and the reason that a drinking water standard was adopted for it, is the people who drink water containing TCE above the MCL throughout their lifetime could theoretically experience an increased risk of getting cancer. The California Department of Health Services says that "Drinking water which meets this standard (the MCL) is associated with little to none of this risk and should be considered safe with respect to TCE." (*CDHS Blue Book of drinking water law and regulations, Section 64468.2, Title 22, CCR.*) The Best Available Technology for TCE to lower the level below the MCL is either

*All annual customer costs were based on an assumed annualized cost of capital expenditures equal to 10% of capital costs plus annual and maintenance costs divided by 23,000 customers.

Granular Activated Carbon or Packed Tower Aeration. The estimated cost to install such a treatment system on one City Well and enhance the capacity on one City Well with an existing treatment system that would reliably reduce the TCE level to below 1.7 ug/L would be approximately \$490,000 and require annual Operation and Maintenance at a cost of approximately \$77,000 per year. This would result in an assumed increased cost for each customer of approximately \$5 per year*.

Dibromochloropropane (DBCP): The PHG for DBCP is 1.7 nanograms per liter (ng/L or parts per trillion). The MCL for DBCP is 200 ng/L. We detected DBCP at levels not exceeding the MCL in the discharges from thirteen of Lodi's 25 City Wells used in 2009. City Well No. 8 was not used in 2009, but could be used if treatment were installed and is included in cost calculations. The averages for these City Wells in 2007-09 were:

City Well No. 1R	-	82 ng/L
City Well No. 4R	-	37 ng/L
City Well No. 6R	-	150 ng/L
City Well No. 8	-	223 ng/L
City Well No. 13	-	65 ng/L
City Well No. 14	-	58 ng/L
City Well No. 16	-	47 ng/L
City Well No. 17	-	217 ng/L
City Well No. 19	-	80 ng/L
City Well No. 21	-	1 ng/L
City Well No. 22	-	56 ng/L
City Well No. 23	-	48 ng/L

The category for health risk associated with DBCP, and the reason that a drinking water standard was adopted for it, is the people who drink water containing DBCP above the MCL throughout their lifetime could theoretically experience an increased risk of getting cancer. The California Department of Health Services says that "Drinking water which meets this standard (the MCL) is associated with little to none of this risk and should be considered safe with respect to DBCP." (*CDHS Blue Book of drinking water law and regulations, Section 64468.3, Title 22, CCR.*) The numerical health risk for an MCLG of zero is zero. The Best Available Technology for DBCP to lower the level below the MCL is either Granular Activated Carbon or Packed Tower Aeration. To attempt to maintain the DBCP levels at zero, Granular Activated Carbon Treatment Systems with longer empty bed contact times and more frequent carbon change-outs would likely be required. The estimated cost to install such a treatment system on eight City Wells, and enhance capacities on six City Wells with existing treatment systems that would reliably reduce the DBCP level to zero would be approximately \$3.9 million. The increased annual Operation and Maintenance costs would be approximately \$580,000 per year. This would result in an assumed increased cost for each customer of approximately \$42 per year*. (Note: this increase cost may not be reimbursable under the terms of Lodi's settlement agreement with DBCP manufacturers.)

*All annual customer costs were based on an assumed annualized cost of capital expenditures equal to 10% of capital costs plus annual and maintenance costs divided by 23,000 customers.

1,1,2,2- Tetrachloroethylene (PCE): The PHG for PCE is 0.06 micrograms per liter (ug/L or parts per billion). The MCL or drinking water standard for PCE is 5 ug/L. We detected PCE at levels not exceeding the MCL in the discharges from two (2) of Lodi's 25 City Wells used in 2009. City Well No. 8 was not used in 2009, but could be used if treatment were installed and is included in cost calculations. The averages of these City Wells in 2007-09 were:

City Well No. 6R	-	1.84 ug/L
City Well No. 8	-	0.82 ug/L
City Well No. 12	-	0.47 ug/L

The category of health risk associated with PCE, and the reason that a drinking water standard was adopted for it, is the people who drink water containing PCE above the MCL throughout their lifetime could theoretically experience an increased risk of getting cancer. The California Department of Health Services says that "Drinking water which meets this standard (the MCL) is associated with little to none of this risk and should be considered safe with respect to PCE." (*CDHS Blue Book of drinking water law and regulations, Section 64468.2, Title 22, CCR.*) The Best Available Technology for PCE to lower the level below the MCL is either Granular Activated Carbon or Packed Tower Aeration. Since the PCE level in these three City Wells is already below the MCL, a Granular Activated Carbon Treatment System with larger vessels would likely be required to attempt to keep PCE levels below the PHG. The estimated cost to install such a treatment system on three City Wells that would reliably reduce the PCE level to the PHG of 0.06 ug/L would be approximately \$1.5 million and require annual Operation and Maintenance at a cost of approximately \$180,000 per year. This would result in an assumed increased cost for each customer of approximately \$14 per year*.

Coliform Bacteria: In 2007-09, we collected 3,185 samples from our distribution system for coliform analysis. Of these samples, 0.47% were positive for coliform bacteria. In 2007-09 a maximum of 4.3% (February 2007) of these samples were positive for one month.

The MCL for coliform is 5% positive samples of all samples per month and the MCLG is zero. The reason for the coliform drinking water standard is to minimize the possibility of the water containing pathogens which are organisms that cause waterborne disease. Because coliform is only an indicator of the potential presence of pathogens, it is not possible to state a specific numerical health risk. While U.S. EPA normally sets MCLGs "at a level where no known or anticipated adverse effects on persons would occur" they indicate that they cannot do so with coliforms.

Coliform bacteria are organisms that are found just about everywhere in nature and are not generally considered harmful. They are used as an indicator because of the ease in monitoring and analysis. If a positive sample is found, it indicates a potential problem that needs to be investigated and follow up sampling done. It is not at all unusual for a system to have an occasional positive sample. It is difficult, if not impossible, to assure that a system will never get a positive sample. A further test that is performed on all total coliform positive results is

*All annual customer costs were based on an assumed annualized cost of capital expenditures equal to 10% of capital costs plus annual and maintenance costs divided by 23,000 customers.

for Fecal Coliform or E. Coli. There were no positive Fecal Coliform or E. Coli results in 2007-09.

To reduce the number of positive results for coliform bacteria, the City of Lodi occasionally chlorinates the water system. The sources of water (City Wells) and all new or repaired water mains follow disinfection procedures and pass bacteriological testing before being allowed “on-line”.

Full time chlorination will not guarantee that a system will never get a positive sample. If the City were to go to full time chlorination of the drinking water system, the estimated cost to install chlorine generation systems on twenty-six City Wells would be approximately \$2.0 million and annual Operation and Maintenance cost would be approximately \$70,000 per year. This would result in an assumed increased cost for each customer of approximately \$12 per year.*

Copper: The PHG for copper is 0.17 milligrams per liter (mg/L or parts per million). There is no MCL for Copper. Instead the 90th percentile value of all samples from household taps in the distribution system cannot exceed an Action Level of 1.3 mg/L.

The category of health risk for copper is gastrointestinal irritation.

All of Lodi’s source water samples for copper in 2007-09 were less than the PHG. Based on sampling of the distribution system in 2009, our 90th percentile value for copper was 0.34 mg/L.

Our water system is in full compliance with the Federal and State Lead and Copper Rule. Based on sampling, it was determined, based on State regulatory requirements, that Lodi meets the Action Level for copper. Therefore, based on criteria set forth by the California Department of Health Services we meet the criteria for “optimized corrosion control” for our system.

In general, optimizing corrosion control is considered to be the best available technology to deal with corrosion issues and with any copper findings. We continue to monitor our water quality parameters that relate to corrosivity, such as the pH, hardness, alkalinity, total dissolved solids, and will take action if necessary to maintain our system in an “optimized corrosion control” condition.

Since we are meeting the “optimized corrosion control” requirements, there is no apparent reason to initiate additional corrosion control treatment as it involves the addition of other chemicals and there could be additional water quality issues raised. Therefore, no estimate of cost has been included.

Arsenic: The PHG for Arsenic is 0.004 micrograms per Liter (ug/L or parts per billion). The MCL, or drinking water standard for arsenic is 10 ug/L. There were arsenic levels detected at

*All annual customer costs were based on an assumed annualized cost of capital expenditures equal to 10% of capital costs plus annual and maintenance costs divided by 23,000 customers.

levels not exceeding the MCL in discharges from 25 of Lodi's 25 wells used in 2007-09. The average of these wells in 2007-09 were:

City Well No. 1R	-	5.7 ug/L
City Well No. 2	-	3.3 ug/L
City Well No. 3R	-	4.7 ug/L
City Well No. 4R	-	3.7 ug/L
City Well No. 5	-	4.5 ug/L
City Well No. 6R	-	3.8 ug/L
City Well No. 7	-	5.0 ug/L
City Well No. 9	-	4.0 ug/L
City Well No. 10C	-	4.6 ug/L
City Well No. 11R	-	5.3 ug/L
City Well No. 12	-	2.4 ug/L
City Well No. 13	-	7.5 ug/L
City Well No. 14	-	3.2 ug/L
City Well No. 15	-	4.5 ug/L
City Well No. 16	-	3.5 ug/L
City Well No. 17	-	3.9 ug/L
City Well No. 18	-	2.3 ug/L
City Well No. 19	-	2.3 ug/L
City Well No. 20	-	3.3 ug/L
City Well No. 21	-	3.4 ug/L
City Well No. 22	-	2.4 ug/L
City Well No. 23	-	3.3 ug/L
City Well No. 24	-	6.1 ug/L
City Well No. 25	-	6.5 ug/L
City Well No. 26	-	9.6 ug/L

Arsenic is a naturally occurring element found in many types of rocks and soils. Leaching of these deposits are the primary source of arsenic found in this area. Some people who drink water containing arsenic in excess of the MCL over many years may experience skin damage or circulatory system problems, and may have an increased risk of getting cancer. The PHG of 0.004 ug/L for arsenic is far below the Detection Limit Requirement (DLR) of 2 ug/L for arsenic. The DLR is the level that can be reliably determined by current laboratory methods.

The Best Available Treatment (BAT) for arsenic removal is dependant on the water chemistry of the source to be treated. While research into new methods of removing arsenic continues, the current recommendations include:

- Activated Alumina
- Coagulation / Filtration
- Lime Softening
- Reverse Osmosis

*All annual customer costs were based on an assumed annualized cost of capital expenditures equal to 10% of capital costs plus annual and maintenance costs divided by 23,000 customers.

All of the above listed methods take space, are expensive, and have a concentrated residual, which requires safe disposal. An estimate of the best approach for arsenic removal in Lodi cannot be made at this time.

Uranium: The PHG for Uranium is 0.43 picocuries per liter (pCi/L). The MCL or drinking water standard for Uranium is 20 pCi/L. There were Uranium levels detected at levels not exceeding the MCL in discharges from 2 of Lodi's 25 City wells used in 2009. The average of these wells in 2007-09 were:

City Well No. 9	-	7.78 pCi/l
City Well No. 12	-	10.2 pCi/l

The California Department of Health Services (CDHS), which sets drinking water standards, has determined that total Uranium is a health concern at certain levels of exposure. This radiological constituent is a naturally occurring contaminant in some groundwater and surface water supplies. This constituent has been shown to cause cancer in laboratory animals such as rats and mice when the animals are exposed at high levels over their lifetimes. Constituents that cause cancer in laboratory animals also may increase the risk of cancer in humans who are exposed over long periods of time.

The Best Available Technologies (BATs) for removal of Uranium from drinking water are: Ion Exchange - Reverse Osmosis or Lime Softening. These methods are expensive and require disposal of a waste stream, which would contain concentrated radionucleotides. The estimated cost to install such a treatment system on fifteen City Wells that have historically exceeded the PHG which would reliably reduce the Uranium level to the PHG of 0.43 pCi/L would be approximately \$19.6 million and require annual Operation and Maintenance at a cost of approximately \$820,000 per year. This would result in an assumed increased cost for each customer of approximately \$121 per year*.

Recommendations For Further Action:

The drinking water quality of the City of Lodi Public Water System meets all State of California, Department of Health Services and U.S. EPA drinking water standards set to protect public health. To further reduce the levels of the constituent's identified in this report that are already below the Maximum Contaminant Levels established by the State and Federal government, additional costly treatment processes would be required.

The effectiveness of the treatment processes to provide any significant reductions in constituent levels at these already low values is uncertain. The theoretical health protection benefits of these further hypothetical reductions are not at all clear and may not be quantifiable. Therefore, staff is not recommending further action at this time. However, the point of this process is to provide you with information on water quality in Lodi and rough costs to make certain improvements.

*All annual customer costs were based on an assumed annualized cost of capital expenditures equal to 10% of capital costs plus annual and maintenance costs divided by 23,000 customers.

Report on Water Quality Relative to Public Health Goals

June 2010

Page 8

This report was completed by City of Lodi Public Works Department staff. Any questions relating to this report should be directed to: City of Lodi, Laboratory/Environmental Compliance Superintendent Michael Schafer, 1331 South Ham Lane, Lodi, CA 95242 or call (209) 333-6868.

*All annual customer costs were based on an assumed annualized cost of capital expenditures equal to 10% of capital costs plus annual and maintenance costs divided by 23,000 customers.

Comments by the public on non-agenda items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Comments by the City Council Members on non-agenda items



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Conduct Public Hearing to Consider the Certification of the Final Mitigated Negative Declaration for the Harney Lane Interim Improvements Project

MEETING DATE: August 18, 2010

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Conduct a public hearing to consider and certify the Final Mitigated Negative Declaration for the Harney Lane Interim Improvements Project.

BACKGROUND INFORMATION: On July 14, 2010, the City, as the lead agency, published a Notice of Availability (NOA) announcing that the draft Mitigated Negative Declaration (MND) for the Harney Lane Interim Improvements Project was available to the public for review. The draft Initial Study/Mitigated Negative Declaration was submitted to the State Clearinghouse, distributed to local agencies, sent to interested persons, posted with the County Clerk's office, mailed to all property owners of record within a 300-foot radius of the project site, and published in the Lodi News Sentinel. The required 30-day review period for this project commenced on Wednesday, July 14, 2010 and ends on Thursday, August 12, 2010. To the date this staff report was written, no response comments or letters have been received.

ANALYSIS: ICF International consulting firm prepared a Draft Initial Study/Mitigated Negative Declaration on behalf of the City. The Draft Initial Study/Mitigated Negative Declaration identified the areas where the proposed interim improvements could have a potential effect on the environment. Mitigation measures were recommended to reduce all impacts to levels of less-than-significant. At the time of writing this staff report, staff had not received any comments from responsible agencies or the public.

The proposed project would improve the Harney Lane interchange to keep the level of service (LOS) of the interchange at a level D or better until the ultimate interchange construction is completed in 2016. This would be accomplished through road widening and signalizing intersections. The road widening would occur mostly on Harney Lane at the approaches to the East and West Frontage Road intersections to accommodate right and left turn pockets. In addition to the intersection work, the hook on-ramps at Cherokee Lane and East Frontage Road would be widened to the inside. A small amount of right-of-way would need to be obtained to complete the project.

Signals would be installed at the intersections of Harney Lane and Cherokee Lane, and Harney Lane and East Frontage Road. The connection to West Frontage Road would be severed on the south side of the intersection by the Reynolds Ranch development. The West Frontage Road already has been realigned farther west, and access to the homes along this road is maintained from the south; therefore, it is not necessary to move the road as part of this project. Cherokee Lane would be closed

APPROVED: _____
Konradt Bartlam, Interim City Manager

north of the existing highway off-ramp. The overcrossing (bridge) would remain in place until the ultimate interchange is built.

Staff recommends the City Council certify the Mitigated Negative Declaration as an adequate environmental document for the Harney Lane Interim Improvement.

FISCAL IMPACT: Not Applicable

FUNDING AVAILABLE: Not Applicable

Konradt Bartlam
Community Development Director

KB/IB/kjc

Attachment:

Harney Lane Interim Improvement Final Initial Study/Mitigated Negative Declaration
Mitigation Monitoring and Reporting Program

FINAL

**INITIAL STUDY/MITIGATED NEGATIVE
DECLARATION
HARNEY LANE INTERIM IMPROVEMENTS**

PREPARED FOR:

City of Lodi
221 West Pine Street
P.O. Box 3008
Lodi, CA 95241-1910
Contact: F. Wally Sandelin
209.333.6709

PREPARED BY:

ICF International
630 K Street, Suite 400
Sacramento, CA 95814
Contact: Shahira Ashkar
916.737.3000

August 2010



ICF International. 2010. *Initial study/mitigated negative declaration Harney Lane Interim Improvements*. Final. August. (ICF 00836.09.) Sacramento, CA.
Prepared for City of Lodi, Lodi, CA.

Mitigated Negative Declaration

The City of Lodi has reviewed the proposed project described below to determine whether it could have a significant effect on the environment as a result of project completion. "Significant effect on the environment" means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance.

Name of Project: Harney Lane Interim Improvements

Project File Number: 10-MND-05

Project Description: The improvements to Harney Lane are mitigation for the additional traffic that will be generated by the Reynolds Ranch development. This would be accomplished through road widening and signalizing intersections. The road widening would occur mostly on Harney Lane at the approaches to the East and West Frontage Road intersections to accommodate right and left turn pockets. In addition to the intersection work, the hook on-ramps at Cherokee Lane and East Frontage Road would be widened to the inside. Signals would be installed at the intersections of Harney Lane and Cherokee Lane, and Harney Lane and East Frontage Road.

Project Location and Assessor's Parcel Number: The project area covers approximately 2,200 feet along Harney Lane, crossing State Route 99 in and near the city of Lodi, California. It begins west of Panzani Way and extends to Beckman Road.

Mailing Address and Phone Number of Applicant Contact Person: Dale N. Gillespie,
RPM Construction, 1420 South Mills Avenue, Ste. M, Lodi, CA 95242

Findings

The City of Lodi finds the project described above will not have a significant effect on the environment in that the attached initial study identifies one or more potentially significant effects on the environment for which the project applicant, before public release of this Mitigated Negative Declaration, has made or agrees to make project revisions that clearly mitigate the effects to a less-than-significant level. The City of Lodi further finds that there is no substantial evidence that this project may have a significant effect on the environment.

- The proposed project would result in no impacts to Aesthetics, Land Use and Planning, Mineral Resources, Population and Housing, and Recreation.
- The proposed project would result in less-than-significant impacts to Agricultural Resources, Cultural Resources, Geology and Soils, Hydrology and Water Quality, Public Services, and Utilities and Service Systems.
- Mitigation would be implemented to reduce potentially significant impacts to a less-than-significant level for Air Quality, Biological Resources, Hazards and Hazardous Materials, Noise, and Transportation and Traffic.

Mitigation Measures Included in the Project to Reduce Potentially Significant Effects to a Less-Than-Significant Level

The following mitigation measures will be implemented as part of the proposed project to avoid or minimize potential environmental impacts. Implementation of these mitigation measures would reduce the potential environmental impacts of the proposed project to a less-than-significant level.

- Mitigation Measure AQ-1: Prepare and Implement a Dust Control Plan to Comply with SJVAPCD Regulation VIII Requirements to Control Construction Emissions of PM10.
- Mitigation Measure BIO-1: Conduct Mandatory Biological Resources Awareness Training for All Project Personnel and Delineate the Construction Limits.
- Mitigation Measure BIO-2: Protect Water Quality of and Install Erosion Control Measures Adjacent to Seasonal Wetlands.
- Mitigation Measure BIO-3: Compensate for Potential Direct Impacts on Habitat for Listed Vernal Pool Branchiopods.
- Mitigation Measure BIO-4: Conduct Preconstruction Surveys for Nesting White-Tailed Kites, Swainson's Hawks, and Non-Special-Status Migratory Birds, and Implement Protective Measures If Necessary.
- Mitigation Measure HAZ-1: Develop and Implement a Spill Prevention Plan to Reduce Exposure of People and the Environment to Hazardous Conditions.
- Mitigation Measure N-1: Limit Construction Hours.
- Mitigation Measure N-2: Employ Noise-Reducing Construction Practices.
- Mitigation Measure TR-1: Notify Public and Route Traffic.

A copy of the Final Initial Study follows this MND.

Contents

	Page
Chapter 1 Introduction and Project Description	1-1
Introduction.....	1-1
Environmental Review Process	1-1
Contents of this Document	1-1
Project Description	1-2
Project Location and Setting	1-2
Proposed Project.....	1-2
Timeline for Project Implementation	1-3
Chapter 2 Staff Initiated Text Changes to Draft IS	2-1
Chapter 3 Written Comments and Responses	3-1
Written Comments	3-1
Chapter 4 List of Preparers	4-1
List of Preparers.....	4-1
City of Lodi	4-1
ICF International	4-1

Chapter 1

Introduction and Project Description

Introduction

This document has been prepared to accompany the Draft Initial Study/Mitigated Negative Declaration (IS/MND) for the Harney Lane Interim Improvements. The Draft IS/MND identified environmental impacts associated with the construction and operation of the interim improvements and recommended mitigation measures to reduce impacts. The statutes and guidelines of the California Environmental Quality Act (CEQA) require the Lead Agency to consult with public agencies having jurisdiction over a proposed project and to provide the public opportunity to comments on a Draft IS/MND. This document responds to environmental issues raised in comments on the Draft IS/MND.

Environmental Review Process

The Draft IS/MND was submitted to the State Clearinghouse (SCH #2010072040) on July 14, 2010 for a 30-day public and agency review and comment period, which ended on August 12, 2010. The Draft IS/MND was prepared on behalf of the City of Lodi (City) in accordance with the requirements of CEQA Statutes (Public Resources Code [PRC] Section 21000 et seq.) and the CEQA Guidelines (Title 14, Section 15000 et seq. of the California Code of Regulations). The City is the lead agency for the purposes of CEQA.

In accordance with CEQA Statutes (PRC Section 21092) and Section 15072 of the CEQA Guidelines, public notice of the Draft IS/MND was provided by the City.

On July 14, 2010, the City, as the lead agency, published a Notice of Availability (NOA) announcing that the draft Mitigated Negative Declaration (MND) for the Harney Lane Interim Improvements Project was available to the public for review. The Draft IS/MND was submitted to the State Clearinghouse, distributed to local agencies, sent to interested persons, posted with the County Clerk's office, mailed to all property owners of record within a 300-foot radius of the project site, and published in the Lodi News Sentinel on July 15, 2010.

Contents of this Document

This document consists of the following Sections:

- Chapter 1. Introduction and Project Description: This chapter describes the purpose of the Final IS/MND, provides an overview of the public review process, summarizes the project, and provides an anticipated project timeline.
- Chapter 2. Staff Initiated Text Changes to Draft IS: This chapter lists modifications to the Draft IS initiated by staff. The modifications do not change any of the analysis or impact conclusions presented in the Draft IS.

- Chapter 3. Written Comments and Responses: This chapter presents comment letters received by the City on the Draft IS/MND and provides responses to those comments.
- Chapter 4. List of Preparers: This chapter lists the individuals who contributed to the preparation of this Final IS/MND.

No comments on the Draft IS were received from the public or from public agencies. Therefore, no responses or modifications to the document were necessary and the impact conclusions and mitigation measures remain the same.

This document, together with the Draft IS/MND (incorporated by reference), constitute the Final IS/MND for the Harney Interim Improvements.

Project Description

Project Location and Setting

The project area covers approximately 2,200 feet along Harney Lane, crossing State Route 99 in and near the city of Lodi, California. It begins west of Panzani Way and extends to Beckman Road. The western portion of the project is located within the city limits, and the eastern half is adjacent to and within the General Plan Area and Sphere of Influence (SOI) of the City of Lodi. Lodi is located in northern San Joaquin County, in the northern portion of California's Central Valley. Geographically, Lodi lies between the Sierra Nevada Mountain Range to the east and San Francisco Bay to the west.

Harney Lane is a two-lane road that crosses State Route 99 via an overcrossing. Hook ramps from southbound State Route 99 feed into Cherokee Lane on the west side of the highway, and similarly hook ramps from northbound State Route 99 feed into the East Frontage Road. These side roads then connect into Harney Lane. The West Frontage Road is located on the south side of Harney Lane and creates a full intersection with Cherokee Lane. All four intersections are stop controlled. The existing roadway section varies, with curb, gutter, and sidewalk in the developed areas but asphalt shoulders within the state right-of-way.

The land use in the immediate project vicinity consists of a cemetery, farmland and associated buildings, single family residences, and undeveloped land. The Reynolds Ranch development will be located in the southwest quadrant of the interchange.

Proposed Project

The improvements to Harney Lane are mitigation for the additional traffic that will be generated by the Reynolds Ranch development. The proposed project would improve the Harney Lane interchange to keep the level of service (LOS) of the interchange at a level D or better until the ultimate interchange construction is completed in 2016. The interchange construction is expected to begin in 2014 and would consist of widening the highway and reconstructing the interchange.

This would be accomplished through road widening and signaling intersections. The road widening would occur mostly on Harney Lane at the approaches to the East and West Frontage Road intersections to accommodate right and left turn pockets. In addition to the intersection work, the hook on-ramps at Cherokee Lane and East Frontage Road would be widened to the inside. Fill would

be placed along the inside of the loops and along the south side of Harney Lane. A small amount of right-of-way would need to be obtained to complete the project.

Signals would be installed at the intersections of Harney Lane and Cherokee Lane, and Harney Lane and East Frontage Road. The connection to West Frontage Road would be severed on the south side of the intersection by the Reynolds Ranch development. The West Frontage Road already has been realigned farther west, and access to the homes along this road is maintained from the south; therefore, it is not necessary to move the road as part of this project.

The overcrossing (bridge) would remain in place until the ultimate interchange is built.

As part of the project, utilities within the project area will be relocated, realigned, or extended as necessary to accommodate project construction and operation. Utilities that will be affected include underground gas and electric lines and overhead electrical lines belonging to Pacific Gas and Electric (PG&E), overhead electrical lines belonging to Lodi Electrical and overhead telephone lines belonging to AT&T. Impacts associated with the various utilities relocations are addressed in this environmental document pursuant to California Public Utilities Commission (PUC) General Order (GO)-131 D filing requirements.

Timeline for Project Implementation

The Lodi City Council is expected to make a decision on certifying the MND and approving the Harney Lane Interim Improvements at its meeting on August 18, 2010. Assuming the project is approved, construction on the improvements is anticipated to start in November 2010 and continue over a three month period. The improvements are expected to be completed and the project to be operational by the January 2011.

Chapter 2

Staff Initiated Text Changes to Draft IS

The following corrections have been made to the Draft IS text on pages 1-2 and 2-81. These minor changes reflect errors in the project description that were not corrected prior to public review. These inadvertent errors do not affect the analysis or mitigation measures as presented in the document.

No modifications were made to the Draft IS in response to public or agency comments.

Text deletions are shown in ~~strike through~~ and additions are shown in underline.

Chapter 1. Introduction and Project Description (page 1-2)

Proposed Project

Signals would be installed at the intersections of Harney Lane and Cherokee Lane, and Harney Lane and East Frontage Road. The connection to West Frontage Road would be severed on the south side of the intersection by the Reynolds Ranch development. The West Frontage Road already has been realigned farther west, and access to the homes along this road is maintained from the south; therefore, it is not necessary to move the road as part of this project. ~~Cherokee Lane would be closed north of the existing highway off ramp.~~

Chapter 2. Environmental Checklist (page 2-81)

Transportation and Traffic

Impact Discussion

f. Result in inadequate parking capacity?

Because it is a road improvement project, the project would not increase the need for parking during operation. During construction there would be a small increase in parking demand for workers. However, it is expected that this demand would be met by the closure of ~~Cherokee Lane north-West Frontage Road, south~~ of the project. Therefore this impact is less than significant.

Chapter 3

Written Comments and Responses

Written Comments

No written comments on the Draft IS were received.

The attached transmittal cover letter from the State Clearinghouse demonstrates the Initial Study and proposed Mitigated Negative Declaration were circulated for a 30-day public review period, commencing on Wednesday, July 14, 2010 through Thursday, August 12, 2010 and no comments were received.

CEQAnet - Harney Lane Interim Improvement Project

Page 1 of 2

California Home

Friday, August 13, 2010



OPR Home > CEQAnet Home > CEQAnet Query > Search Results > Document Description

Harney Lane Interim Improvement Project

SCH Number: 2010072040

Document Type: MND - Mitigated Negative Declaration

Project Lead Agency: Lodi, City of

Project Description

The proposed project would result in the installation of signals at the intersections of Harney Lane and Cherokee Lane and Harney Lane and East Frontage Road, and widening Harney Lane and the hook ramps to State Route 99 slightly. The improvements to Harney Lane are necessary mitigation measures for the additional traffic that will be generated by the Reynolds Ranch development. The proposed project would improve the Harney Lane interchange to keep the levels of service of the Interchange at a level D or better until the ultimate interchange occurs in 2016.

Contact Information
Primary Contact:

Wally Sandelin
City of Lodi
(209) 333-6706
221 West Pine Street
Lodi, CA 95240

Project Location

County: San Joaquin
City: Lodi
Region:
Cross Streets: Harney Lane & Cherokee Lane, Harney Lane & Frontage Road
Latitude/Longitude: 38° / 121° [Map](#)
Parcel No:
Township:
Range:
Section:
Base:
Other Location Info:

Proximity To

Highways: Hwy 99 & 12
Airports:
Railways: UPRR, CCT
Waterways:
Schools: Borchardt ES
Land Use: Public Right the way

Development Type

Other

Local Action

Other Action

Project Issues

Air Quality, Noise, Toxic/Hazardous, Traffic/Circulation, Biological Resources

Reviewing Agencies (Agencies in **Bold Type** submitted comment letters to the State Clearinghouse)

Resources Agency, Department of Fish and Game, Region 2; Department of Parks and Recreation; Department of Water Resources; California Highway Patrol; Caltrans, District 10; Air Resources Board, Transportation Projects; Regional Water Quality Control Bd., Region 5 (Sacramento);

<http://www.ceqanet.ca.gov/DocDescription.asp?DocPK=644359>

08/13/2010

CEQAnet - Harney Lane Interim Improvement Project

Page 2 of 2

Department of Toxic Substances Control; Native American Heritage Commission; Public Utilities Commission

Date Received: 7/14/2010 Start of Review: 7/14/2010 End of Review: 8/12/2010

[CEQAnet HOME](#) | [NEW SEARCH](#)

<http://www.ceqanet.ca.gov/DocDescription.asp?DocPK=644359>

08/13/2010

List of Preparers

The Draft IS/MND and Final IS/MND for the Harney Lane Interim Improvements were prepared by ICF International in cooperation with the City of Lodi. The following individuals contributed to the preparation of the Final IS/MND:

City of Lodi

F. Wally Sandelin, Public Works Director

Lyman Chang, Senior Civil Engineer

Chris Boyer, Junior Engineer

Immanuel Bereket, Associate Planner

ICF International

Shahira Ashkar, Project Manager

Tina Sorvari, Project Coordinator

Jody Job, Publications Specialist

MITIGATION MONITORING AND REPORTING PROGRAM FOR THE HARNEY LANE INTERIM IMPROVEMENTS PROJECT

STATE CLEARINGHOUSE #2010072040

City of Lodi

221 West Pine Street
P.O. Box 3008
Lodi, CA 95241-1910

August 2010



630 K Street, Suite 400
Sacramento, CA 95814

Mitigation Monitoring and Reporting Program

Introduction

Section 21081.6(a)(1) of the California Environmental Quality Act (CEQA) of the Public Resources Code, requires public agencies, as part of the certification of a Mitigated Negative Declaration (MND), to prepare and approve a reporting or monitoring program. This program should be structured to ensure that changes to the project that the lead agency has adopted to mitigate or avoid significant environmental impacts are carried out during project implementation.

The Mitigation Monitoring and Reporting Program (MMRP) is intended to be used by City of Lodi (City) staff, responsible and participating agencies, and mitigation monitoring personnel during implementation of the project. The intent of the MMRP is to ensure the effective implementation and enforcement of adopted mitigation measures. The MMRP consists of a compliance checklist that identifies the adopted mitigation measures, the timing of implementation of the measures, the monitoring frequency of the measures, the entity responsible for their implementation and monitoring, and the performance criteria used to evaluate implementation of the mitigation measures. The mitigation measures presented in the following table are incorporated into the proposed project.

Mitigation Measure	Initiation of Mitigation	Monitoring Frequency	Responsibility for Verification of Compliance	Performance Criteria	Date Compliance Completed
Air Quality					
<p>Mitigation Measure AQ-1: Prepare and Implement a Dust Control Plan to Comply with SJVAPCD Regulation VIII Requirements to Control Construction Emissions of PM10</p> <p>To control the generation of construction-related PM10 emissions, construction contractors will prepare and submit for approval a dust control plan to the SJVAPCD at least 30 days prior to any earthmoving or construction activities. The dust control plan can be completed before a contractor is awarded the contract with a condition that the SJVAPCD is notified as soon as a contract is in place. The dust control plan will include sufficient BMPs to conform to the SJVAPCD's Regulation VIII. Potential measures that might be included in the dust control plan could include, but are not limited to:</p> <ul style="list-style-type: none"> • Pre-activity <ul style="list-style-type: none"> • Pre-water the work site and phase work to reduce the amount of disturbed surface area at any one time. • Active operations <ul style="list-style-type: none"> • Apply water to dry areas during leveling, grading, trenching, and earthmoving activities. • Construct and maintain wind barriers and apply water or dust suppressants to the disturbed surface areas. • Inactive operations, including after work hours, weekends, and holidays • Apply water or dust suppressants on disturbed surface areas to form a visible crust, and vehicle access will be restricted to maintain the visible crust. 	Before beginning any construction or ground-disturbing activities and throughout construction period	Throughout construction period	City and primary construction contractor	SJVAPCD measures are implemented such that pollutant emissions are minimized	

Mitigation Measure	Initiation of Mitigation	Monitoring Frequency	Responsibility for Verification of Compliance	Performance Criteria	Date Compliance Completed
<ul style="list-style-type: none"> Temporary stabilization of areas that remain unused for 7 or more days <ul style="list-style-type: none"> Restrict vehicular access and apply and maintain water or dust suppressants on all un-vegetated areas. Establish vegetation on all previously disturbed areas. Apply gravel and maintained at all previously disturbed areas. Pave previously disturbed areas. Unpaved Access and haul roads, traffic and equipment storage areas <ul style="list-style-type: none"> Apply water or dust suppressants to unpaved haul and access roads. Post a speed limit of not more than 15 miles per hour, using signs at each entrance and again every 500 feet. Water or dust suppressants will be applied to vehicle traffic and equipment storage areas. Wind events <ul style="list-style-type: none"> Water application equipment will apply water to control fugitive dust during wind events, unless unsafe to do so. Outdoor construction activities that disturb the soil will cease whenever visible dust emissions cannot be effectively controlled. Outdoor handling of bulk materials <ul style="list-style-type: none"> Water or dust suppressants will be applied when handling bulk materials. Wind barriers with less than 50% porosity will be installed and maintained, and water or dust suppressants will be applied. 					

Mitigation Measure	Initiation of Mitigation	Monitoring Frequency	Responsibility for Verification of Compliance	Performance Criteria	Date Compliance Completed
<ul style="list-style-type: none"> Outdoor storage of bulk materials <ul style="list-style-type: none"> Water or dust suppressants will be applied to storage piles. Storage piles will be covered with tarps, plastic, or other suitable material and anchored in such a manner that prevents the cover from being removed by wind action. Wind barriers with less than 50% porosity will be installed and maintained around the storage piles, and water or dust suppressants will be applied. A three-sided structure with less than 50% porosity that is at least as high as the storage piles will be used. On-site transporting of bulk materials <ul style="list-style-type: none"> Vehicle speed will be limited on the work site. All haul trucks will be loaded such that the freeboard is not less than 6 inches when material is transported across any paved public access road. A sufficient amount of water will be applied to the top of the load to limit visible dust emissions. Haul trucks will be covered with a tarp or other suitable cover. Off-site transporting of bulk materials <ul style="list-style-type: none"> The interior of emptied truck cargo compartments will be cleaned or covered before leaving the site. Spillage or loss of bulk materials from holes or other openings in the cargo compartment's floor, sides, and tailgates will be prevented. 					

Mitigation Measure	Initiation of Mitigation	Monitoring Frequency	Responsibility for Verification of Compliance	Performance Criteria	Date Compliance Completed
<ul style="list-style-type: none"> Outdoor transport using a chute or conveyor <ul style="list-style-type: none"> No open chutes or conveyors will be used. Chutes or conveyors will be fully enclosed. Water spray equipment will be used to sufficiently wet the materials. Transported materials will be washed or screened to remove fines (PM10 or smaller). 					
Biological Resources					
<p>Mitigation Measure BIO-1: Conduct Mandatory Biological Resources Awareness Training for All Project Personnel and Delineate the Construction Limits</p> <p>Before any work, including grading and vegetation removal/trimming, occurs in the construction area, a qualified biologist will provide biological resources awareness training to all construction personnel to brief them on the need to avoid effects on environmentally sensitive areas (e.g., areas designated as habitat for special-status species, wetlands and other waters, and protected trees) and the penalties for not complying with biological mitigation requirements. The biological resources training will include a description, representative photographs, and legal status of each special-status wildlife species that may occur in the construction area. If new construction personnel are added to the program, the contractor will ensure that the personnel receive the mandatory training before starting work. Any worker who inadvertently injures or kills a special-status species or finds one dead, injured, or entrapped will immediately report the incident to the construction foreman. The construction foreman or monitor will immediately notify the City of Lodi, which will provide verbal notification to the USFWS Office and/or the CDFG</p>	Before beginning any construction or ground-disturbing activities	Throughout construction period	City and primary construction contractor	According to USFWS criteria	

Mitigation Measure	Initiation of Mitigation	Monitoring Frequency	Responsibility for Verification of Compliance	Performance Criteria	Date Compliance Completed
<p>office in Sacramento, California within 1 working day of the incident. The City of Lodi will follow up with written notification to USFWS and/or CDFG within 5 working days of the incident.</p> <p>In addition, the contractor will clearly delineate the construction limits through the use of survey tape, pin flags, orange barrier fencing, or other means and prohibit any construction-related traffic outside these boundaries.</p>					
<p>Mitigation Measure BIO-2: Protect Water Quality of and Install Erosion Control Measures Adjacent to Seasonal Wetlands</p> <p>To prevent possible contamination of seasonal wetlands from hazardous materials such as motor oil or gasoline, vehicles and construction equipment will not be serviced within 250 feet of seasonal wetlands. If possible, all ground-disturbing activities in and adjacent to the wetlands will be conducted before the onset of the rainy season. If this is not possible, ground-disturbing activities in and adjacent to the wetlands will be avoided when the seasonal wetlands are wet or moist and during rain events. Erosion control measures will be installed adjacent to seasonal wetlands to prevent soil or other materials from entering this habitat. Erosion control features will be placed in areas that are upslope or adjacent to the seasonal wetlands to prevent any soil or other materials from entering the habitat. The locations of erosion control features will be identified on the final grading plans and construction specifications. Natural/biodegradable erosion control measures (i.e., coir rolls, straw wattles or hay bales) will be used.</p>	Before beginning any construction or ground-disturbing activities	Throughout construction period	City and primary construction contractor	According to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) criteria	

Mitigation Measure	Initiation of Mitigation	Monitoring Frequency	Responsibility for Verification of Compliance	Performance Criteria	Date Compliance Completed
<p>Mitigation Measure BIO-3: Compensate for Potential Direct Impacts on Habitat for Listed Vernal Pool Branchiopods</p> <p>Impacts on habitat for listed vernal pool branchiopods will be compensated for through the SJMSCP. Compensation is based on the habitat that is mapped at the project site. The west side of the site (containing seasonal wetland W-1 on the west side of State Route 99) is mapped as developed and no compensation would be required under the SJMSCP for impacts on this area (Mayo pers. comm.). The east side of the site (containing seasonal wetland W-2 on the east side of State Route 99) is mapped as agriculture. Compensation for impacts on wetland W-2 on the east side of State Route 99 would be at the rate for impacts on agriculture (Mayo pers. comm.). The City of Lodi will pay the applicable fees at ground disturbance.</p>	Before beginning any construction or ground-disturbing activities	At ground-disturbance	City of Lodi	According to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) criteria	
<p>Mitigation Measure BIO-4: Conduct Preconstruction Surveys for Nesting White-Tailed Kites, Swainson's Hawks, and Non-Special-Status Migratory Birds, and Implement Protective Measures If Necessary</p> <p>If construction must occur during the breeding season (generally between January 1 and August 31), a qualified biologist will conduct preconstruction surveys of the project site and adjacent areas within 500 feet of the project site in order to ensure that nesting Swainson's hawks, white-tailed kites, and other migratory birds will not be disturbed by construction activities. Generally, surveys for Swainson's hawks are conducted in a larger area surrounding the project site; however, because of the limited scope of the project and amount of existing activity in the surrounding area, a 500-foot-radius survey area is adequate for the extent of potential</p>	Before beginning any construction or ground-disturbing activities	Throughout construction period	City and primary construction contractor	Surveys and monitoring are conducted in accordance with SJMSCP and CDFG requirements	

Mitigation Monitoring and Reporting Program for the Harney Lane Interim Improvements Project (continued)

Page 7 of 10

Mitigation Measure	Initiation of Mitigation	Monitoring Frequency	Responsibility for Verification of Compliance	Performance Criteria	Date Compliance Completed
<p>impacts on this species. Three preconstruction surveys will be conducted within at least two of the following survey periods immediately prior to project initiation:</p> <ul style="list-style-type: none"> • Period I: January 1 to March 20 • Period II: March 20 to April 5 • Period III : April 5 to April 20 • Period IV: April 21 to June 10 (surveys are not recommended during this period because Swainson's hawk identification is difficult, as the adults tend to remain in the nest for longer periods of time) • Period V: June 10 to July 30 <p>If the biologist determines that the area surveyed does not contain any active nests, construction activities can commence without any further mitigation.</p> <p>If a white-tailed kite or Swainson's hawk nest site is found, consultation with the CDFG may be required to ensure project initiation will not result in nest disturbance. Removal of white-tailed kite and Swainson's hawk nest trees should be avoided if at all possible. If a nest tree cannot be maintained, the nest tree will be removed between September 1 and December 31, when nests are unoccupied. If an active white-tailed kite or Swainson's hawk nest is found in the survey area, the wildlife biologist will consult with CDFG to determine whether construction should be delayed until the end of the breeding season (August 31) or construction could begin with weekly monitoring of the nest site by a qualified wildlife biologist to determine if the nest is being disturbed by construction activities. This determination would be made depending on the location of the nest. If weekly monitoring was allowed and construction activities were found to be affecting the nesting bird, construction activities will cease until after the</p>					

Mitigation Measure	Initiation of Mitigation	Monitoring Frequency	Responsibility for Verification of Compliance	Performance Criteria	Date Compliance Completed
<p>biologist determines that the young have fledged and moved out of the area.</p> <p>If a non-special-status migratory bird nest is found at the project site or in the 500-foot survey area, a no-disturbance buffer will be established around the site to avoid disturbance or destruction of the nest site until the end of the breeding season (August 31) or until after a qualified wildlife biologist determines that the young have fledged and moved out of the area. The extent of the buffer will be determined by the biologist in coordination with CDFG and will depend on the level of noise or construction disturbance, line-of-sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers.</p>					
Hazards and Hazardous Materials					
<p>Mitigation Measure HAZ-1: Develop and Implement a Spill Prevention Plan to Reduce Exposure of People and the Environment to Hazardous Conditions</p> <p>The City's contractor will develop a Spill Prevention Plan to prevent the pollution of surface water and groundwater and to promote the health and safety of workers and other people in the project vicinity. The Spill Prevention Plan will address:</p> <ul style="list-style-type: none"> • handling procedures and storage requirement for hazardous materials; • spill clean-up procedures for areas and processes in which spills may potentially occur; • standard operating procedures and employee training to minimize accidental releases; and • notification procedures in case of a spill. 	Before beginning any construction or ground-disturbing activities	Throughout construction period	City and primary construction contractor and subcontractors	All construction personnel have completed training, and staging areas have been identified	

Mitigation Measure	Initiation of Mitigation	Monitoring Frequency	Responsibility for Verification of Compliance	Performance Criteria	Date Compliance Completed
The City will review and approve the plan prior to construction. The contractor will be required to implement these plans during construction.					
Noise					
Mitigation Measure N-1: Limit Construction Hours Construction, including set up and tear down, will be prohibited from occurring between the hours of 10:00 p.m. and 6:00 a.m.	At initiation of and throughout construction	Throughout construction period	City and primary construction contractor	All construction personnel have been notified	
Mitigation Measure N-2: Employ Noise-Reducing Construction Practices When feasible, the City or its contractor will implement noise-reducing construction practices such that noise that occurs during construction hours does not exceed ambient noise levels at residences in the project area. Measures that can be used to reduce construction noise include, but are not limited to: <ul style="list-style-type: none"> • locating stationary equipment as far as practical from noise-sensitive uses; • requiring that all construction equipment powered by gasoline or diesel engines have sound-control devices that are at least as effective as those provided by the manufacturer and that all equipment be operated and maintained to minimize noise generation; • prohibiting the use of gasoline or diesel engines that have unmuffled exhaust; • when practical, placing noise-reducing enclosures around stationary noise-generating equipment; and 	At initiation of and throughout construction	Throughout construction period	City and primary construction contractor	Construction equipment is properly maintained and equipped with all feasible noise control, such as mufflers, in accordance with manufacturers' specifications	

Mitigation Measure	Initiation of Mitigation	Monitoring Frequency	Responsibility for Verification of Compliance	Performance Criteria	Date Compliance Completed
<ul style="list-style-type: none"> when practical, constructing barriers between noise sources and noise-sensitive land uses or taking advantage of existing barrier features (terrain, structures) or material stockpiles to block sound transmission. 					
Transportation and Traffic					
<p>Mitigation Measure TR-1: Notify Public and Route Traffic</p> <p>The City or its construction contractor will notify emergency service providers, businesses within 1 mile of the project area, and residences of construction via letter 2 weeks prior to the beginning of construction. The letter will include proposed dates, times, and locations of construction, proposed changes in routes, any street closures, and information pertaining to parking. The letter will also provide contact information where questions and concerns can be directed.</p> <p>During construction signage and flaggers will be utilized as necessary to control traffic and avoid congestion.</p>	Before beginning any construction or ground-disturbing activities, and throughout construction period	Throughout construction period	City and primary construction contractor	Notification is submitted to Emergency service providers, businesses, and the City.	

RESOLUTION NO. 2010-_____

A RESOLUTION OF THE LODI CITY COUNCIL CERTIFYING
THE FINAL MITIGATED NEGATIVE DECLARATION FOR THE
HARNEY LANE INTERIM IMPROVEMENTS PROJECT
STATE CLEARING HOUSE NO. 2010072040

=====

WHEREAS, the City Council of the City of Lodi has heretofore held a duly noticed public hearing, as required by law, on the requested General Plan Amendment in accordance with the Government Code; and

WHEREAS, the project proponent is City of Lodi, Public Works Department, 221 West Pine street Lodi CA 95240; and

WHEREAS, the project site is generally located at along Harney Lane, crossing State Route 99 in and near the City of Lodi; and

WHEREAS, an Initial Study/ Mitigated Negative Declaration (File No. 10-MND-05) was prepared in compliance with the California Environmental Quality Act of 1970, as amended, and the Guidelines provided thereunder. The Community Development Department has determined that all environmental impacts that result from this project can be mitigated to a less than significant level; and

WHEREAS, the Notice of Availability (NOA) of the Draft Initial study/Mitigated Negative Declaration was prepared and distributed to reviewing agencies on Wednesday, July 14, 2010; and,

WHEREAS, the required 30-day review period for this project commenced on Wednesday, July 14, 2010 ends Friday, August 13, 2010; and

WHEREAS, the City received no written comments to the date the staff report and the resolution were prepared; and

WHEREAS, staff recommends that the City Council approve the filing of a Mitigated Negative Declaration by the Community Development Director as adequate environmental documentation for the project.

WHEREAS, all legal prerequisites to the approval of this request have occurred.

NOW, THEREFORE, BE IT RESOLVED that the City Council has reviewed all documentation and hereby adopts the Mitigated Negative Declaration as adequate environmental documentation for the Harney Lane Interim Improvements Project.

Dated: July 21, 2010

=====

I hereby certify that Resolution No. 2010-__ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 18, 2010, by the following vote:

AYES: COUNCIL MEMBERS --

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2010-_____



***Please immediately confirm receipt
of this fax by calling 333-6702***

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: PUBLIC HEARING TO CONSIDER CERTIFICATION OF THE FINAL
MITIGATED NEGATIVE DECLARATION FOR THE HARNEY LANE
INTERIM IMPROVEMENTS PROJECT

PUBLISH DATE: SATURDAY, AUGUST 7, 2010

LEGAL AD

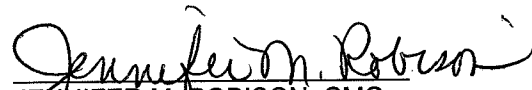
TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO:
LNS ACCT. #0510052

RANDI JOHL, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, AUGUST 5, 2010

ORDERED BY: RANDI JOHL
CITY CLERK


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

Faxed to the Sentinel at 369-1084 at _____ (time) on _____ (date) _____ (pages)	
LNS _____	Phoned to confirm receipt of all pages at _____ (time) _____ JMR _____ CF _____ MB (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER CERTIFICATION OF THE FINAL MITIGATED NEGATIVE DECLARATION FOR THE HARNEY LANE INTERIM IMPROVEMENTS PROJECT

On Friday, August 6, 2010, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider certification of the Final Mitigated Negative Declaration for the Harney Lane Interim Improvements Project (attached and marked as Exhibit A) was posted at the following locations:


Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 6, 2010, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



DECLARATION OF MAILING

PUBLIC HEARING TO CONSIDER CERTIFICATION OF THE FINAL MITIGATED NEGATIVE DECLARATION FOR THE HARNEY LANE INTERIM IMPROVEMENTS PROJECT

On Monday, August 9, 2010, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing a Notice of Public Hearing to consider certification of the Final Mitigated Negative Declaration for the Harney Lane Interim Improvements Project, attached hereto Marked Exhibit A. The mailing list for said matter is attached hereto, marked Exhibit B.

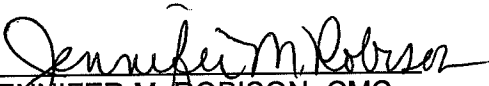
There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 9, 2010, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK, CITY OF LODI**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: August 18, 2010

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF PUBLIC HEARING


NOTICE IS HEREBY GIVEN that on **Wednesday, August 18, 2010**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following item:

- a) **Certification of the Final Mitigated Negative Declaration for the Harney Lane Interim Improvements Project.**

Information regarding this item may be obtained in the Community Development Department, 221 West Pine Street, Lodi, (209) 333-6711. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

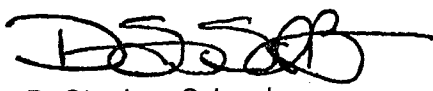
If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:


Randi Johl
City Clerk

Dated: August 4, 2010

Approved as to form:


D. Stephen Schwabauer
City Attorney

Harney Ln Interim Improvements Project Mailing list

EXHIBIT B

APN	OWNER	ADDRESS	CITY	STATE	ZIP
05813007	SKINNER RANCH HOLDINGS LP	1420 S MILLS AVE SUITE L	LODI	CA	95242
05813008	SKINNER RANCH HOLDINGS LP	1420 S MILLS AVE SUITE L	LODI	CA	95242
05813009	SKINNER RANCH HOLDINGS LP	1420 S MILLS AVE SUITE L	LODI	CA	95242
05813010	SOUTH RIVER RANCH LLC	4920 E HOGAN LN	LODI	CA	95240
05813011	SOUTH RIVER RANCH LLC	4920 E HOGAN LN	LODI	CA	95240
05813015	ROBERT & CAROLYN REYNOLDS ETAL	PO BOX 725	WOODBIDGE	CA	95258
05813016	ROBERT L & C W REYNOLDS FAM LL	PO BOX 725	WOODBIDGE	CA	95258
05813017	SKINNER RANCH HOLDINGS LP	1420 S MILLS AVE SUITE L	LODI	CA	95242
05813018	LODI MOOSE LODGE 634	13263 N HWY 99	LODI	CA	95240
06104002	MOULES, ANTONIO & MARY	10848 MIGUELITA RD	SAN JOSE	CA	95127
06104003	WHITE, MARY S TR	13638 BECKMAN RD	LODI	CA	95240
06104004	INEZS PARTNERS LP	1313 W LOCKEFORD ST	LODI	CA	95240
06104005	REICH, RYAN R	14776 N WELLS LN	LODI	CA	95240
06104006	MAXEY, ERIC S & CATHERINE A	4871 E HARNEY LN	LODI	CA	95240
06104007	CANTON, ANTHONY & JOSEPHINE TR	1729 LE BEC CT	LODI	CA	95240
06104008	SANTANA, DAVID CASTELLON ETAL	13627 HURD RD	LODI	CA	95240
06104009	MALONE, MARGERY J ETAL	13595 N HURD RD	LODI	CA	95240
06104010	MCKEE, ROBERT R	13561 N HURD RD	LODI	CA	95240
06104011	ADAMS, ALVIN E & G TRS	4911 E HARNEY LN	LODI	CA	95240
06104012	CLARK, VIRGINIA B TR	13570 N HURD RD	LODI	CA	95240
06104013	CLARK, PAMELA M & BENJAMIN TR	4995 E HARNEY LN	LODI	CA	95240
06104017	MARTIN, ROBERT L & SUSAN E	5057 E HARNEY LN	LODI	CA	95240
06107001	ROMAN CATHOLIC WELFARE CORP	1105 N LINCOLN ST	STOCKTON	CA	95203

Harney Ln Interim Improvements Project Mailing list

	ST				
06107002	ROMAN CATHOLIC WELFARE CORP ST	1105 N LINCOLN ST	STOCKTON	CA	95203
06107003	ROMAN CATHOLIC WELFARE CORP ST	1105 N LINCOLN ST	STOCKTON	CA	95203
06229014	MILLER, DONALD W & NANCY C TR	4071 E HARNEY LN	LODI	CA	95240
06229025	LOGAN, WENDELL & DORATHEA	311 E HARNEY LN	LODI	CA	95242
06229026	THAYER, WALTER A & JOANNE M TR	325 E HARNEY LN	LODI	CA	95240
06229037	MILLER, DONALD W & NANCY C TR	349 E HARNEY LN	LODI	CA	95240
06229038	MILLER, DONALD W & NANCY C TR	349 E HARNEY LN	LODI	CA	95240
06256001	CARRILLO, JUAN & SILVIA	2392 LANYARD WAY	LODI	CA	95240
06256002	LOPEZ, VALDEMAR & DELMI P	2386 LANYARD WAY	LODI	CA	95240
06256006	FARNSWORTH, PAUL D	2393 LANYARD WAY	LODI	CA	95240
06256022	CRYSTAL ENTERPRISES L P	PO BOX 1259	WOODBIDGE	CA	95258
06256023	CRYSTAL ENTERPRISES L P	PO BOX 1259	WOODBIDGE	CA	95258
06256024	PADILLA, RODOLFO D & CARMEN L	534 SCHAFER DR	LODI	CA	95240
06256025	BLAKELY CAHILL, JOAN TR	530 SCHAFER DR	LODI	CA	95240
06256026	GREY, DOUGLAS C TR	59 WALLACE ST	JACKSON	CA	95642
06256027	MACIAS, ABEL & OFELIA	522 SCHAFER DR	LODI	CA	95240
06257001	CHUGHTAI, AFTAB & FARHAT ETAL	12350 DEL AMO BLVD APT 1610	LAKEWOOD	CA	90715
06257002	WARREN, FRANK L & MAXINE	308 DRIFTWOOD DR	LODI	CA	95240
06257003	BUSTILLOS, ANDREW L & STACEY	314 DRIFTWOOD DR	LODI	CA	95240
06257004	LAWLEY BROS	PO BOX 0070	DEL MAR	CA	92140

Harney Ln Interim Improvements Project Mailing list

	LLC ETAL				
06257005	LEDBETTER, CRAIG J	309 DRIFTWOOD DR	LODI	CA	95240
06257006	ANGERSTEIN, DENISE & KAREN	18409 IRONSTONE ST	WOODBIDGE	CA	95258
06257007	DAVISON, ERIC A & TERESA D	2526 MELBY DR	LODI	CA	95240
06257008	CRYSTAL ENTERPRISES LTD PTP	PO BOX 1259	WOODBIDGE	CA	95258
06257013	ASMUS, JEDADIAH N & BRANDI L	282 MARINER CT	LODI	CA	95240
06257014	KERNICH, MICHAEL S & KATHLEEN	278 MARINERS CT	LODI	CA	95240
06257015	MIRANDA, SUSANA	274 MARINER CT	LODI	CA	95240
06257016	OHLHAUSER, STEVEN ETAL	843 KRAMER DR	LODI	CA	95242
06257017	DURSTON, DAVID W & SHELBA D	12049 N ANGIER RD	LODI	CA	95240
06257018	RENSCHLER, BOBBY D & NICHOLE M	287 MARINER CT	LODI	CA	95240
06257019	CROSS, MORAY C & AMY I	291 MARINER CT	LODI	CA	95240
06257020	SOUSA, ROQUE P & DORA M TR	PO BOX 213	WOODBIDGE	CA	95258
06257027	CRYSTAL ENTERPRISES LP	PO BOX 1259	WOODBIDGE	CA	95258
06257028	GEORGE, MICHAEL T & LINDA K	286 MARINER CT	LODI	CA	95240
06258011	JONES, RICHARD D & ANN A	2564 KIRSTEN CT	LODI	CA	95240
06258012	LAWLEY, RODNEY & PENNY ETAL	PO BOX 0070	DEL MAR	CA	92140
06258013	FLEMMER, LOWELL B & VIOLET	2031 BERN WAY	LODI	CA	95242
06258014	CRYSTAL ENTERPRISES L P	PO BOX 1259	WOODBIDGE	CA	95258
06258015	FLEMMER, BRENT LEE & SHARON A	2023 BERN WAY	LODI	CA	95242
06258016	LEWIS, GLENN J	2534 KIRSTEN DR	LODI	CA	95240
06260020	MINER, VIRGINIA L TR	2368 LANYARD WAY	LODI	CA	95240

Harney Ln Interim Improvements Project Mailing list

06264001	HABER, BONIFACIO A JR & RIZALI	PO BOX 51525	PALO ALTO	CA	94303
06264002	KUMARI, VIJAY & SARITA	PO BOX 18085	SAN JOSE	CA	95158
06264003	SINGH, KASHMIR ETAL	2513 MERCATO LN	LODI	CA	95240
06264004	GAWEL, JASON & KIMBERLY	PO BOX 411	SEASIDE	CA	93955
06264005	AIELLO, KEN & JENNIFER	2506 MARANO LN	LODI	CA	95240
06264006	TROXCLAIR, CRAIG & ELIZABETH	2512 MARANO LN	LODI	CA	95240
06264007	LOPEZ, ROBERTO & GUADALUPE	2511 MARANO LN	LODI	CA	95240
06264008	MENDOZA, ELVIS O	2505 MARANO LN	LODI	CA	95240
06264009	BARAZON, LITA V	2504 VALLINI LN	LODI	CA	95240
06264010	ELECTRONIC MORTGAGE SERVICING	2756 E BIDWELL ST STE 300	FOLSOM	CA	95630
06264011	HERRERA, JESUS RAMIREZ & MARIA	2509 VALLINI LN	LODI	CA	95240
06264012	TROXCLAIR, CRAIG & ELIZABETH	2512 MARANO LN	LODI	CA	95240
06264013	MEZA, JOSEFINA ETAL	437 PORTA ROSSA WAY	LODI	CA	95240
06264014	EIGHT DIGITS LLC	6777 EMBARCADERO DR #3	STOCKTON	CA	95219
06264015	GAMA, JOSE	2450 MONTEBELLO WAY	LODI	CA	95240
06264016	ABDEL LATIF, BASEM	448 SAN PIETRO LN	LODI	CA	95240
06264017	TELLA, LYDIA A	442 SAN PIETRO LN	LODI	CA	95240
06264018	BRICE, JOSEPH S & TANYA C	436 SAN PIETRO LN	LODI	CA	95240
06264019	BANK OF NEW YORK MELLON TR	1800 TAPO CANYON RD SV2-202	SIMI VALLEY	CA	93063
06264020	BHARWANI, HENRY G	441 SAN PIETRO LN	LODI	CA	95240
06264021	SLATER, ELIZABETH M	2512 MARANO LN	LODI	CA	95240
06264022	WILSON, GERMAYNE ETAL	2458 MONTEBELLO WAY	LODI	CA	95240
06264023	YOUNG, GARVIN & STEPHANIE	1824 VICTORIA DR	LODI	CA	95242
06264024	KERLIN, DELRAY & CYNTHIA J G	1808 AUTUMN WAY	LODI	CA	95242

Harney Ln Interim Improvements Project Mailing list

06264025	KHAN, JOHER M	1112 RIVERGATE DR	LODI	CA	95240
06264026	HERNANDEZ, IRMA C	2455 SAN MARTINO LN	LODI	CA	95240
06264027	KOZLOWSKI, GREGORY J	2454 FELINO LN	LODI	CA	95240
06264028	SWEAT, WENDY S SPIKER	2453 FELINO LN	LODI	CA	95240
06264029	FRIAS, JOSE ETAL	2452 MONTEBELLO WAY	LODI	CA	95242
06264030	BEADLES INVESTMENT GROUP INC	1040 W KETTLEMAN LN #388	LODI	CA	95240
06264031	RODRIGUEZ, ADRIANA ETAL	2447 FELINO LN	LODI	CA	95240
06264032	SINGH, KASHMIR K ETAL	2448 FELINO LN	LODI	CA	95240
06264033	HERNANDEZ, STEVEN J ETAL	2449 SAN MARTINO LN	LODI	CA	95240
06264034	LODI CITY OF	221 W PINE ST	LODI	CA	95240
06265001	CARRANZA, MARIA	2443 SAN MARTINO WAY	LODI	CA	95242
06265002	FARAAZ, MOHAMMAD & JABIDA S	740 NIAN TIC AVE	DALY CITY	CA	94014
06265003	BHARWANI, JULIE H	524 PALAZZO LN	LODI	CA	95240
06265004	D ANNA, ROSALIA	PO BOX 1497	WOODBIDGE	CA	95258
06265005	FEDERAL HOME LOAN MORTGAGE COR	3476 STATEVIEW BLVD	FORT MILL	SC	29715
06265006	WINKLER, MELISSA C	3019 OAKHAM DR	SAN RAMON	CA	94583
06265007	MENDOZA, ERIC A	446 MASSAROSA LN	LODI	CA	95240
06265008	LIM, IRENNE L TIA	6306 CAMINO VERDE DR	SAN JOSE	CA	95119
06265009	BERNHOF, KATIE	434 MASSAROSA LN	LODI	CA	95240
06265010	CHAVEZ, MARIO & ROSA E	433 MASSAROSA LN	LODI	CA	95240
06265011	DAVENPORT, KATHERINE C	439 MASSAROSA LN	LODI	CA	95242
06265012	SINGH, JORA ETAL	PO BOX 360874	MILPITAS	CA	95036
06265013	KUMAR, MANDEEP ETAL	2482 BALMORAL ST	UNION CITY	CA	94587
06265014	TROXCLAIR, CRAIG & ELIZABETH	2512 MARANO LN	LODI	CA	95240
06265015	SILVEIRA, LARRY ETAL	517 MASSAROSA LN	LODI	CA	95240
06265016	DEUTSCHE BANK NATL TRUST CO	1800 TAPO CANYON RD	SIMI VALLEY	CA	93063

Harney Ln Interim Improvements Project Mailing list

	TR				
06265017	BARRIOS, RICHARD & DENISE	529 PALAZZO LN	LODI	CA	95240
06265018	WILKINSON, MARK E & MONA J	535 PALAZZO LN	LODI	CA	95240
06265019	AMTRUST BANK	1111 CHESTER AVE	CLEVELAND	OH	44114
06265020	BISHOP, LAKEISHA	528 TUSCOLANA WAY	LODI	CA	95240
06265021	FLORES, BERNARDINO P & PRISCIL	522 TUSCOLANA WAY	LODI	CA	95240
06265022	REDDY, BARBARA	24538 MARIE DR	HAYWARD	CA	94542
06265023	KHAN, MUBARAK & RAMIZA	510 TUSCOLANA WAY	LODI	CA	95240
06265024	OCHOA, DANIEL D	504 TUSCOLANA WAY	LODI	CA	95240
06265035	NUNEZ, ELEANOR N ETAL	527 TUSCOLANA WAY	LODI	CA	95240
06265036	SANCHEZ, PAMELA	533 TUSCOLANA WAY	LODI	CA	95240
06265037	CAMPBELL, SHERRY C	601 CORFINO LN	LODI	CA	95240
06265038	GARCIA, LUIS	607 CORFINO LN	LODI	CA	95240
06265039	TRUONG, VAN ETAL	1187 FORMOSA RIDGE DR	SAN JOSE	CA	95127
06265040	AFTIAS, LEO & LANA N	1711 PECOS CIR	STOCKTON	CA	95209
06265041	ELECTRONIC MORTGAGE SERVICING	2756 E BIDWELL ST STE 300	FOLSOM	CA	95630
06265042	KUMAR, AVINESH DEO	620 CORFINO LN	LODI	CA	95240
06265043	RASHID, FAYEQ T	12732 N WEST LN	LODI	CA	95240
06265044	HOMER MAX LEE 2001 FAMILY TRUS	POX 1690	LODI	CA	95241
06265045	STROOTMAN, GERALD & REBEKAH	2428 SAN MARTINO LN	LODI	CA	95240
06265046	ASKLOF, LISA A	2434 SAN MARTINO LN	LODI	CA	95240
06265047	SAGRERO, ALEJANDRO	2440 SAN MARTINO LN	LODI	CA	95240



CITY OF LODI COUNCIL COMMUNICATION

AGENDA ITEM_I-01

AGENDA TITLE: Appointment to the Lodi Planning Commission

MEETING DATE: August 18, 2010

PREPARED BY: City Clerk

RECOMMENDED ACTION: Concur with the Mayor's recommended appointment to the Lodi Planning Commission.

BACKGROUND INFORMATION: At previous meetings, the City Council directed the City Clerk to post for one vacancy on the Lodi Planning Commission. The Mayor reviewed the applications and recommends that the City Council concur with the following appointment.

Lodi Planning Commission

Nick Jones Term to expire June 30, 2014

NOTE: Four applicants (three new applications and one on file); posting 4/21/10 & 6/16/10; application deadline 7/19/10

Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, Interim City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Post for Vacancies on the Lodi Arts Commission and the Lodi Budget/Finance Committee

MEETING DATE: August 18, 2010

PREPARED BY: City Clerk

RECOMMENDED ACTION: Direct the City Clerk to post for the vacancies on the Lodi Arts Commission and the Lodi Budget/Finance Committee.

BACKGROUND INFORMATION: On August 4, 2010, the City Council voted to reduce the membership of the Lodi Arts Commission from 11 members to 9 and the Lodi Budget/Finance Committee from 7 members to 5. Following this restructuring, there remains one vacancy on the Arts Commission that has previously been posted but remains unfilled and two members of the Lodi Budget/Finance Committee have since resigned. Government Code Section 54970 et seq., requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application; therefore, it is recommended that the City Council direct the City Clerk to post for the vacancies shown below.

Lodi Arts Commission

One Vacancy (Walth) Term to expire July 1, 2012

Lodi Budget/Finance Committee

Kelly Brown Term to expire June 30, 2012

Steven Reeves Term to expire June 30, 2013

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, Interim City Manager



CITY OF LODI

COUNCIL COMMUNICATION

TM

AGENDA TITLE: Consider Request for Fee Payment Agreement for 1222 Pixley Parkway (G & B Development, LLC)

MEETING DATE: August 18, 2010

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Consider request for Fee Payment Agreement for 1222 Pixley Parkway from G & B Development, LLC.

BACKGROUND INFORMATION: The project is located at 1222 Pixley Parkway and consists of a commercial building constructed by G & B Development, LLC (Developer) and leased to the Department of Motor Vehicles (DMV).

Developer has requested a Fee Payment Agreement for Development Impact Mitigation Fees for the proposed project (\$248,625.52). Developer has also requested that the payment of fees be made in 20 equal semi-annual installments (\$13,501.84) over a 10-year period. Interest would be charged at the current Local Agency Investment Fund (LAIF) rate plus one percent (1.60 percent).

In the past, City staff has required developers to address three criteria when requesting a deferral of impact fees. The developer must show that there is a benefit to public policy, the project contains economic development benefits, and there is an economic need.

Attached is a letter and proforma presenting the Developer's justification for granting the Fee Payment Agreement. The benefit to public policy was not addressed in this letter, and Developer has not convinced staff an economic need exists. The letter states that Developer is using all local businesses for the project, however, this cannot be considered as an economic development benefit as most projects in Lodi could meet this criterion. In summary, the submitted information notes monthly rent revenue of \$33,352.00 and monthly expenses of \$20,502 (loan and operations). There is no reference to the lending institution's denial to fund the impact fees through the construction loan. If a 10-year Fee Payment Agreement is approved, the monthly payment (principal and interest) would be \$2,250.31.

On September 17, 1997, the Council authorized the City Manager to execute standard fee payment agreements as an economic development incentive. Since 1997, there have been 31 Fee Payment Agreements authorized by the City Manager and the Council. The City Manager was given the authority to approve Fee Payment Agreements having a term of seven years or less and \$50,000 or less. Currently there are five active fee payment agreements including Holiday Inn Express, Pacific Coast Producers, Evergreen Pharmacy of California, First Nazarene Church of Lodi, and Flame Liquors.

A representative from G & B Development, LLC, will be at the Council meeting to make a presentation.

FISCAL IMPACT: While the fee payment agreement reduces impact fee revenue in the current year, the interest rate being charged will offset the loss of interest earnings to the Impact Fee Fund. It would not result in the delay of program projects. Increased property taxes are estimated to be \$25,000 a year.

APPROVED: _____
Konradt Bartlam, Interim City Manager

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Chris Boyer, Junior Engineer
FWS/CB/pmf
Attachment

G & B Development/Lodi LLC
18032-C Lemon Drive, Suite 407
Yorba Linda, California 92886-4202

June 30, 2010

City of Lodi
Attn: Wally Sandelin, Public Works Director
221 West Pine Street
Lodi, CA 95241-1910

Regarding: Deferred Payment Plan for Development Fees, New DMV Lodi

Dear Wally,

This letter is to re-iterate our position as it relates to our need for the City of Lodi to provide the deferred payment program offered to us as of April 2009. On April 7, 2009, we attended a meeting at the city of Lodi with Sharon A. Welch, Senior Civil Engineer Development Service, along with several other city representatives. During the meeting, we discussed the DMV project status as of that date. We advised those present that we had become aware of Development Fees in excess of \$260,000. These fees were not in our Development Performa and would force us to terminate our development plans for this project. Based on the large development fees requested, we asked if the city could waive these fees so we could move forward. We were told the fees could not be waived and based on that information we stated we could not proceed with the project.

Sharon then advised us that the City of Lodi can provide a deferred payment plan if that would help us to proceed. The cost would be 1% over L.A.I.F. rate which was then 1.869%. Based on the offer, we requested and received the deferred payment plan showing the applicable rate and payment structure. We were told that we could elect to pay monthly, semi annually or annually. We stated we would pay semi annually. Based on the offer provided we elected to go forward with the project. We purchased four parcels from local owners and committed to a long-term lease with the State of California.

We asked Sharon what the process would require and were advised that subject to our building permit, we would fill out the necessary paperwork and pay a processing fee. Sharon stated the process would be completed prior to our Certificate of Occupancy. Placing reliance on the city provided deferred payment plan we were able to obtain the necessary financing for our project through Community Business Bank, located in Lodi.

As previously advised by Sharon we proceeded with our engineering and obtained the required Building Permits. As required, we then provided our request with the required fee for the deferred payment plan previously offered. Please be advised that our project would not have gone forward without the reliance placed on the City offered "Deferred Payment Plan."

The benefits to the community created by the new DMV are as follows:

- A. More than doubled the current parking of the existing DMV, added public convenience/increased public safety.
- B. The placement of the new DMV on Pixley Parkway will provide the seven adjacent landowners a viable reason to go forward and develop their current parcels.
- C. The more than doubling in size of the new DMV will provide retention of the employees current jobs and a more than doubling of jobs in the future.
- D. The new project will provide the community with much needed property taxes estimated at \$25,000 a year.

As of this date, we have utilized the following local businesses for our project.

• Katzakian, Williams and Associates	(Lodi)	Value	1,125,000	• (Land cost/6% commission)
• Community Business Bank	(Lodi)	Value	1,924,000	• (Actual loan amount)
• Delta Builders (Vern Vierra)	(Lodi)	Value	208,900	• (Contract)
• Mid Valley Electric	(Lodi)	Value	110,000	• (Contract)
• Dietle Plumbing	(Lodi)	Value	37,000	• (Contract)
• California Waste Recovery	(Lodi)	Value	5,000	• (Contract)

I am attaching the following documents for your review.

- A. The Project Cost Analysis Performa which we provided to the Lender to obtain the project loan
- B. A memorandum of our April 7, 2009 city meeting
- C. Our Current draw request to Community Business Bank
- D. State Lease
- E. Deferred payment schedule (provided by city)
- F. Copy of letter and check related to deferred payment request.

If we can provide and further information, please don't hesitate to call.

Sincerely,



Bill Estanislau
Managing Director
Cell: 714 420-3871



**G B Development/Lodi LLC
DMV Lodi
Project Cost Analysis**

Estimated Project Costs and Income

Project Cost

A Development Costs	\$100,000.00
B R/E Consulting Fee/Escrow Fees/Appraisal Costs, Etc	\$30,000.00
C Land (paid by G & B Development/Lodi LLC)	\$1,125,000.00
D Construction Cost	\$1,475,800.00
E Construction Permits	\$55,000.00
*F Development Impact Fees	\$262,667.00
G Architect, Engineer & Leeds Certification	\$145,000.00
Sub Total	\$3,193,467.00
H Points (Construction and Permanent)	\$31,600.00
I Construction Carry and 2nd TD Interest (7 months)	\$82,600.00
J Misc Bank Fees	\$4,000.00
Project Total	\$3,311,667.00

*Development Impact Fees (By City)	\$262,667.00
Terms 10 years, 2.869% Fully Amortized	Monthly \$2,521.00
Balance end of 10 years = \$0.00	

1st Trust Deed (By Bank)	\$1,924,000.00
Terms 25 years, 7 1/4%, Fully Amortized	Monthly \$13,907.00

Estimated Monthly Expenses

Alarm	\$75.00
Verizon	\$75.00
Water & Trash	\$200.00
Landscaping	\$150.00
Insurance	\$280.00
Yearly Fire Inspection	\$90.00
Property Taxes	\$2,200.00
Back Flow Testing	\$30.00
General Maintenance	\$100.00
Accounting	\$175.00
Property Management	\$1,000.00
Janitorial (.24 sq.ft.)	\$1,888.00
Reserve (5%)	\$332.00
Total	\$6,595.00

**DMV LODI
CONSTRUCTION COST ESTIMATE**

**Architect, Engineers & Leed Certification
(G On Proposed Partnership)**

Estimate

Architect/Structural Engineer	50,000.00
Civil Engineer	10,000.00
Electrical Engineer	9,000.00
Leed Consultant	46,578.40
Plumbing & Mechanical Engineer	10,000.00
Soil Report and Level One	4,000.00
Landscape Architect	4,000.00
Plan Reproductions	2,000.00
	2,000.00
Survey	5,000.00
Reserve	2,421.60
Total Architect, Engineers & Leed Cost	145,000.00

Building Costs

Structural Steel/Metal Building	208,900.00
Building Concrete	63,000.00
Ext. Metal Wall Framing	85,000.00
Stucco System	53,700.00
CBC Engineering	2,500.00
Interior Walls	60,000.00
Exterior Wall Insulation	7,000.00
Ceiling	24,000.00
Doors & Hardware	15,000.00
Overhead & Folding Wall	8,400.00
Cabinetry	4,800.00
Electrical	110,000.00
Fire Sprinklers	25,000.00
Floor Covering and Staining	45,000.00
Glazing	57,000.00
H.V.A.C.	67,000.00
Plumbing	35,000.00
Data, Alarm and Cameras	44,000.00
Tile, Granite and Exterior Stone	49,200.00
Painting	38,504.00
Restroom Parts and Accessories	15,000.00
Building Costs Sub Total	1,018,004.00

Sitework

Earthwork	30,000.00
Two Offsite Driveways	
Masonry	10,000.00
Parking Lot	100,000.00
Curbs, Sidewalks and Lt. Basis	80,000.00
Landscaping	25,000.00
Wrought Iron Fencing	40,000.00
Site Utilities	24,000.00
Sitework Sub Total	309,000.00
General Conditions	110,000.00
Liability/Workers Comp Insurance	5,000.00
General Conditions Sub Total	115,000.00
Sub Total	1,442,004.00
Overhead and Profit (1%)	15,000.00
Building Contingency	18,796.00
	1,475,800.00

G & B Development/Lodi LLC

**Memorandum of Meeting with City of Lodi
April 7, 2010**

Our requested fee agreement is based on our meeting with Sharon A. Welch, senior civil engineer for the City of Lodi, on April 7, 2010.

- A. At said meeting, we were advised that the fees could not be waived.
- B. We stated at that time we could not proceed with the project do to these additional costs.
- C. Sharon advised us that the "city could provide us with a low interest deferred payment plan of 1% over L.A.I.F. rate."
 - She provided us with a rate chart showing a 10-year loan with a 1.869 rate in effect for L.A.I.F.
 - She stated we could pay monthly semi annually or annually.
 - She stated the paper work would be done after the permit is issued and would be completed prior to certificate of occupancy.

C

DMV LODI PROJECT CONSTRUCTION BUDGET AND DRAW REQUEST

To: Community Business Bank
1540 West Kettleman Lane
Lodi, CA 95242

From: G & B Development/Lodi LLC 714-693-3649
18032-C Lemon Drive 407
Yorba Linda, CA 92886

CONTINUATION SHEET

PAGE

APPLICATION NO: 3
APPLICATION DATE: 5/28/2010
PERIOD TO: 5/28/2010

Project Statistics

Total acres 1.9												
Building 8,469 sq.ft.												
Canopy/Drive thru 1,207 sq.ft.												

A	Development Fee	100,000.00										
	Expense Item			Change to Budget/Contract 4/6/10	Change to Budget/Contract 4/30/10	Change to Budget/Contract 5/28/10	Revised Budget/Contract 5/28/10	Amt Previously Funded		Amount Invoiced this Draw 5/28/10	% Complete	Amt remaining on contract
A-01	Development Fee	100,000.00					100,000.00	100,000.00			100%	0.00

	R/E Consulting/Escrow/Appraisal Fees	30,000.00										
	Expense Item			Change to Budget/Contract 4/6/10	Change to Budget/Contract 4/30/10	Change to Budget/Contract 5/28/10	Revised Budget/Contract 5/28/10	Amt Previously Funded		Amount Invoiced this Draw 5/28/10	% Complete	Amt remaining on contract
B-01	Escrow	10,000.00			1,000.00		11,000.00	11,000.00			100%	0.00
B-02	Bank Appraisal/Environmental Report	3,950.00					3,950.00	3,950.00			100%	0.00
B-03	Bank Appraisal/Community Bank	5,500.00					5,500.00	5,500.00			100%	0.00
B-04	Clark Insurance/Liability-Course of Const	1,857.30					1,857.30	1,857.30			100%	0.00
B-05	Real Estate Consultant	5,000.00					5,000.00	5,000.00			100%	0.00
B-06	Legal Fees	2,745.00		(450.00)			2,295.00	2,295.00			100%	0.00
B-07	Contingency (misc)	947.70		450.00	(1,000.00)		397.70	0.00			0%	397.70
B-08												
		30,000.00					30,000.00	29,602.30		0.00		397.70

C	Land	1,125,000.00	Equity							N/A		
C-01	Land Purchase		1,125,000.00									

D	Building Costs	1,475,800.00										
	Expense Item	Budget		Change to Budget/Contract 4/6/10	Change to Budget/Contract 4/30/10	Change to Budget/Contract 5/28/10	Revised Budget/Contract 5/28/10	Amt Previously Funded		Amount Invoiced this Draw 5/28/10	% Complete	Amt remaining on contract
D-01	Structural Steel/Metal Building	208,900.00					208,900.00	127,600.00		54,530.25	87%	26,769.75
D-02												
D-03												
D-04												
D-05												
D-06	Building Concrete	63,000.00		(350.00)		241.81	62,891.81	8,000.00		49,426.81	91%	5,465.00
D-07												
D-08	Ext. Metal Wall Framing	85,000.00					85,000.00				0%	85,000.00
D-09	Stucco System	53,700.00					53,700.00				0%	53,700.00
D-10												
D-11	CBC Engineering	2,500.00					2,500.00	2,500.00			100%	0.00
D-12	Interior Walls	60,000.00					60,000.00				0%	60,000.00
D-13	Exterior Wall Insulation	7,000.00					7,000.00				0%	7,000.00
D-14	Ceiling	24,000.00					24,000.00				0%	24,000.00
D-15	Doors & Hardware	15,000.00					15,000.00				0%	15,000.00
D-16	Overhead & Folding Wall	8,400.00					8,400.00				0%	8,400.00
D-17	Cabinetry	4,800.00					4,800.00				0%	4,800.00
D-18	Electrical	110,000.00		(900.00)			109,100.00	10,017.90		42,618.60	48%	56,463.50
D-19	Fire Sprinklers	25,000.00					25,000.00	2,500.00			10%	22,500.00

D-20	Floor Covering and Staining	45,000.00				45,000.00				0%	45,000.00
D-21	Glazing	57,000.00	(1.00)		5,720.00	62,719.00				0%	62,719.00
D-22	H.V.A.C.	67,000.00	(4,500.00)			62,500.00				0%	62,500.00
D-23	Plumbing	35,000.00	(100.00)			34,900.00			13,960.00	40%	20,940.00
D-24	Data, Alarm and Cameras	44,000.00				44,000.00				0%	44,000.00
D-25	Tile, Granite and Exterior Stone	49,200.00				49,200.00				0%	49,200.00
D-26	Painting	38,504.00				38,504.00				0%	38,504.00
D-27	Restroom Parts and Accessories	15,000.00				15,000.00				0%	15,000.00
D-28											
D-29		1,018,004.00									
	Sitework										
D-30	Earthwork	30,000.00		(1,014.20)	(357.90)	28,627.90	28,627.90			100%	0.00
D-31	Two Offsite Driveways										
D-32	Masonry	10,000.00				10,000.00				0%	10,000.00
D-33	Parking Lot	100,000.00		(3,985.80)	985.80	97,000.00	357.90		2,344.76	3%	94,297.34
D-34	Curbs, Sidewalks and Lt. Basis	80,000.00				80,000.00			20,656.05	26%	59,343.95
D-35	Landscaping	25,000.00				25,000.00	2,622.48		4,931.36	30%	17,446.16
D-36	Wrought Iron Fencing	40,000.00				40,000.00				0%	40,000.00
D-37	Site Utilities	24,000.00	(1,000.00)	5,000.00		28,000.00	28,000.00			100%	0.00
D-38											
D-39		309,000.00									
U-40	General Conditions	110,000.00				110,000.00	27,686.22		25,775.95	49%	56,537.83
D-41	Liability/Workers Comp Insurance	5,000.00	(290.00)		1,782.57	6,492.57	4,710.39		1,782.57	100%	-0.39
		115,000.00									
		1,442,004.00									
D-42	Overhead and Profit (1%)	15,000.00				15,000.00	2,426.65		2,157.56	31%	10,415.79
D-43	Building Contingency	18,796.00	7,141.00		(8,372.28)	17,564.72				0%	17,564.72
		1,475,800.00				1,475,800.00	245,049.44		218,183.91		1,012,566.65

E	Construction Permits	55,000.00										
	Expense Item			Change to Budget/Contract 4/6/10	Change to Budget/Contract 4/30/10	Change to Budget/Contract 5/28/10	Revised Budget/Contract 5/28/10	Amt Previously Funded		Amount Invoiced this Draw 5/28/10	% Complete	Amt remaining on contract
	E-01 Grading Plan Check	1,457.36					1,457.36	1,457.36			100%	0.00
	E-02 Grading Permit	989.40					989.40	989.40			100%	0.00
	E-03 Building Plan Check	7,201.14					7,201.14	7,201.14			100%	0.00
	E-04 Wildlife Fee	13,398.80					13,398.80	13,398.80			100%	0.00
	E-05 Lot Merger Plan Check	850.00					850.00	850.00			100%	0.00
	E-06 PG & E (Gas Deposit)	4,455.61					4,455.61	4,455.61			100%	0.00
	E-07 Public Works Fee / Abandon Two Existing Water	2,200.00					2,200.00	2,200.00			100%	0.00
	E-08 Public Works Fee / Regional Transportation	1,243.02					1,243.02	1,243.02			100%	0.00
	E-09 Public Works Fee /Commercial Water Meter	4,608.00					4,608.00	4,608.00			100%	0.00
	F-10 Disabled Vetern Voice and News	300.00					300.00	300.00			100%	0.00
	11 Building Permit	16,000.00					16,000.00	16,000.00			100%	0.00
c-12 Lot Merger Fee	1,447.00					1,447.00	1,447.00			100%	0.00	
E-13	Contingency (Misc)	849.67	(487.00)				362.67			196.49	54%	166.18
	CBC/ADA Compliance Fee											
	Flag Pole Plan						0.00					
	Misc Plan Fees						0.00					
		55,000.00					54,513.00	54,150.33		196.49		166.18

F	Development Impact Fees	262,667.00	Equity							N/A	
	Development Impact Fees		262,667.00								

G	Architect, Engineer & Leeds Certification	145,000.00										
	Expense Item			Change to Budget/Contract 4/6/10	Change to Budget/Contract 4/30/10	Change to Budget/Contract 5/28/10	Revised Budget/Contract 5/28/10	Amt Previously Funded		Amount Invoiced this Draw 5/28/10	% Complete	Amt remaining on contract
G-01	Architect/Structural Engineer	50,000.00					50,000.00	50,000.00			100%	0.00

G-02	Civil Engineer	10,000.00		1,491.65			11,491.65	11,491.65		100%	0.00
G-03	Electrical Engineer	9,000.00		138.29			9,138.29	9,138.29		100%	0.00
G-04	Leed Consultant	50,000.00		(3,422.00)			46,578.00	24,181.36	5,667.36	64%	16,729.28
G-05	Plumbing & Mechanical Engineer	10,000.00		456.06			10,456.06	10,456.06		100%	0.00
G-06	Soil Report and Level One	4,000.00					4,000.00	4,000.00		100%	0.00
G-07	Landscape Architect	4,000.00		(1,223.81)			2,776.19	2,776.19		100%	0.00
G-08	Plan Reproductions	1,500.00		2,746.82			4,246.82	1,413.76	482.63	45%	2,350.43
G-09	Survey	5,000.00					5,000.00	1,730.00	1,245.00	60%	2,025.00
G-10	Reserve	1,500.00		(1,500.00)			0.00				0.00
G-11							-				
G-12							-				
		145,000.00					143,687.01	115,187.31	7,394.99		21,104.71

H	Points and Bank Fees	31,600.00										
	Expense Item			Change to Budget/Contract 4/6/10	Change to Budget/Contract 4/30/10	Change to Budget/Contract 5/28/10	Revised Budget/Contract 5/28/10	Amt Previously Funded	Interest and Inspection Fees	Amount Invoiced this Draw 5/28/10	% Complete	Amt remaining on contract
H-01	Construction Loan / Points & Fees	9,970.00					9,970.00	9,970.00			100%	0.00
H-02	Construction Loan / Perminate Loan Fee	19,590.00					19,590.00	19,590.00			100%	0.00
H-03	Misc Bank Fees from 04/16/10 Statement	2,040.00		4,487.00	(266.00)		6,261.00	6,261.00			100%	0.00
H-04	Bank Inspection Fees			1,312.99	266.00		1,578.99	266.00			17%	1,312.99
		31,600.00					37,399.99	36,087.00	-	-		1,312.99

i	Construction Carry and 2nd TD Interest	82,600.00										
	Expense Item			Change to Budget/Contract 4/6/10	Change to Budget/Contract 4/30/10	Change to Budget/Contract 5/28/10	Revised Budget/Contract 5/28/10	Amt Previously Funded		Amount Invoiced this Draw 5/28/10	% Complete	Amt remaining on contract
I-01	Construction Carry	43,908.00					43,908.00	5,665.32			13%	38,242.68
I-02	JJKA	27,765.00					27,765.00	21,595.00		3,085.00	89%	3,085.00
I-03	Eldon Kuntz	10,927.00					10,927.00	6,244.00		1,561.00	71%	3,122.00
		82,600.00					82,600.00	33,504.32	-	4,646.00		44,449.68

J	Misc Bank Fees	4,000.00										
	Expense Item			Change to Budget/Contract 4/6/10	Change to Budget/Contract 4/30/10	Change to Budget/Contract 5/28/10	Revised Budget/Contract 5/28/10	Amt Previously Funded		Amount Invoiced this Draw 5/28/10	% Complete	Amt remaining on contract
J-01	Misc Bank Fees	\$4,000.00		(4,000.00)			0.00					0.00
		\$4,000.00					0.00					

	Project Cost	Equity					Revised Budget/Contract 5/28/10	Total Previously Funded	Interest and Inspection Fees 5/28/10	Total Draw 3 Request 5/28/10		Amt remaining on contract
GRAND TOTAL	3,311,667.00	1,387,667.00					1,924,000.00	613,580.70	0.00	230,421.39		1,125,760.58

Notes:



STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

STANDARD LEASE FORM

<u>LEASE COVERING PREMISES LOCATED AT</u> East side of Pixley Parkway, north of Kettleman Lane APNs: 049-270-01; 049-270-02; 049-270-07 & 049-270-08 San Joaquin County, Lodi, CA 95240
<u>LESSOR'S FED. TAX. I.D. NO. OR SOCIAL SECURITY NO.</u> 32-0279240
<u>TENANT AGENCY</u> Department of Motor Vehicles

File No.: 6049-001
Project No.: 126476

Preamble

THIS LEASE, made and entered into this 25th day of March, 2009, by and between

G & B DEVELOPMENT/ LODI, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

hereinafter called the Lessor, without distinction as to number or gender, and the State of California, acting by and through the Director of the Department of General Services, hereinafter called the State;

WITNESSETH

Description

1. The Lessor hereby leases unto the State and the State hereby hires from the Lessor those certain premises with appurtenances situated in the City of Lodi, County of San Joaquin, State of California, and more particularly described as follows:

Approximately 7.866 net usable square feet of office space consisting of the entire single story building located on 1.9 acres of land situated on the east side of Pixley Parkway (APNs 049-270-01; 049-270-02; 049-270-07 & 049-270-08), and as further described in the attached Facilities Design Program, Exhibit "A", together with specifications marked Exhibit "B", and lessor compliance procedures marked Exhibit "C", and General Requirements marked Exhibit "D". said Exhibits "A" and "B" and "C" and "D", Project No. 126476 dated December 1, 2008, hereby being incorporated into this lease, and including 84 ~~non~~exclusive unobstructed parking spaces contiguous to the subject building, and unlimited use of the building's common facilities. The State shall have access to and use of the leased premises 24 hours per day, seven (7) days per week with no exceptions.

The final construction documents referred to in General Note 1 of Exhibit "A", Facilities Design Program, will be provided by the Lessor and will be known as Exhibit "E". Exhibit "E" shall be incorporated into this lease by this reference.

Term

2. The term of this lease shall commence on December 1, 2009, and shall end on November 30, 2029, with such rights of termination as may be hereinafter expressly set forth.

**Early
Termination**

3. The State may terminate this lease at any time effective on or after November 30, 2019, by giving written notice to the Lessor at least thirty (30) days prior to the date when such termination shall become effective. If the State fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination.

Rent

4. Rental shall be paid by the State in arrears on the last day of each month during said term as follows:

THIRTY-THREE THOUSAND THREE HUNDRED FIFTY-TWO AND 00/100 DOLLARS
(\$33,352.00) from December 1, 2009, through November 30, 2010; then

THIRTY-FOUR THOUSAND THREE HUNDRED THIRTY-ONE AND 00/100 DOLLARS
(\$34,331.00) from December 1, 2010, through November 30, 2011; then

THIRTY-FIVE THOUSAND THREE HUNDRED FORTY AND 00/100 DOLLARS
(\$35,340.00) from December 1, 2011, through November 30, 2012; then

THIRTY-SIX THOUSAND THREE HUNDRED SEVENTY-NINE AND 00/100 DOLLARS
(\$36,379.00) from December 1, 2012, through November 30, 2013; then

THIRTY-SEVEN THOUSAND FOUR HUNDRED FORTY-NINE AND 00/100 DOLLARS
(\$37,449.00) from December 1, 2013, through November 30, 2014; then

THIRTY-EIGHT THOUSAND FIVE HUNDRED FIFTY-ONE AND 00/100 DOLLARS
(\$38,551.00) from December 1, 2014, through November 30, 2015; then

THIRTY-NINE THOUSAND SIX HUNDRED EIGHTY-SEVEN AND 00/100 DOLLARS
(\$39,687.00) from December 1, 2015, through November 30, 2016; then

FORTY THOUSAND EIGHT HUNDRED FIFTY-SIX AND 00/100 DOLLARS
(\$40,856.00) from December 1, 2016, through November 30, 2017; then

FORTY-TWO THOUSAND SIXTY AND 00/100 DOLLARS
(\$42,060.00) from December 1, 2017, through November 30, 2018; then

FORTY-THREE THOUSAND THREE HUNDRED ONE AND 00/100 DOLLARS
(\$43,301.00) from December 1, 2018, through November 30, 2019; then

FORTY-THREE THOUSAND EIGHT HUNDRED SEVENTY-ONE AND 00/100 DOLLARS
(\$43,871.00) from December 1, 2019, through November 30, 2020; then

FORTY-FIVE THOUSAND ONE HUNDRED EIGHTY-SEVEN AND 00/100 DOLLARS
(\$45,187.00) from December 1, 2020, through November 30, 2021; then

FORTY-SIX THOUSAND FIVE HUNDRED FORTY-THREE AND 00/100 DOLLARS
(\$46,543.00) from December 1, 2021, through November 30, 2022; then

FORTY-SEVEN THOUSAND NINE HUNDRED THIRTY-NINE AND 00/100 DOLLARS
(\$47,939.00) from December 1, 2022, through November 30, 2023; then

FORTY-NINE THOUSAND THREE HUNDRED SEVENTY-SEVEN AND 00/100 DOLLARS
(\$49,377.00) from December 1, 2023, through November 30, 2024; then

FIFTY THOUSAND EIGHT HUNDRED FIFTY-EIGHT AND 00/100 DOLLARS
(\$50,858.00) from December 1, 2024, through November 30, 2025; then

FIFTY-TWO THOUSAND THREE HUNDRED EIGHTY-FOUR AND 00/100 DOLLARS
(\$52,384.00) from December 1, 2025, through November 30, 2026; then

FIFTY-THREE THOUSAND NINE HUNDRED FIFTY-SIX AND 00/100 DOLLARS
(\$53,956.00) from December 1, 2026, through November 30, 2027; then

FIFTY-FIVE THOUSAND FIVE HUNDRED SEVENTY-FOUR AND 00/100 DOLLARS
(\$55,574.00) from December 1, 2027, through November 30, 2028; then

FIFTY-SEVEN THOUSAND TWO HUNDRED FORTY-ONE AND 00/100 DOLLARS
(\$57,241.00) from December 1, 2028, through November 30, 2029, and thereafter.

Rental payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified based on the actual number of days in the month. Rental shall be paid to Lessor at the address specified in Paragraph 5 or to such other address as the Lessor may designate by a notice in writing. If the premises are not complete pursuant to Paragraph 6 by the date shown in Paragraph 2, it is understood and agreed by and between the parties that, at the State's sole option, the dates shown in Paragraphs 2 and 3 and the dates and dollar amounts shown in Paragraph 4 may be adjusted to the first of the month following the State's acceptance of the completed premises, such acceptance shall not unreasonably be withheld. If the State exercises this option, it is agreed the State will complete unilaterally an amendment to the lease to revise the herein above stated dates. Any accrued rents for the period of time prior to the unilaterally adjusted commencement date will be paid in accordance with Paragraph 8. Additionally, it is understood and agreed between the parties that, at the State's option, the dates shown in the "CPI Escalator Operating Expenses" paragraph, if incorporated herein, shall be adjusted to reflect the time delay between lease commencement and the first of the month following the actual acceptance date. In the event this lease agreement contains a provision granting the State an Option to Purchase the premises, it is further agreed herein by the parties that, notwithstanding the provision of the Option to Purchase paragraph herein, the effective dates and corresponding purchase option prices of said Option to Purchase shall be adjusted consistent with any adjustment to the lease commencement date, as stated above, which initial purchase option date shall in no event be less than twenty-four (24) months nor more than thirty-six (36) months from the "adjusted" commencement date. Said "adjusted" purchase option dates shall be established consistent herewith and incorporated into said lease with a unilateral amendment by the State.

Notices

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and addressed as follows:

To the Lessor

G & B Development/ Lodi, LLC

Attn: Kelly Estanislau

18032-C Lemon Drive, Suite 407

Yorba Linda, CA 92886

Phone No. (714) 693-3649

FAX No. (714) 693-3094

and to the State:

DEPARTMENT OF GENERAL SERVICES,

REAL ESTATE SERVICES DIVISION

LEASE MANAGEMENT "C" 6049-001

707 THIRD STREET, SUITE 5-305

WEST SACRAMENTO, CA 95605

PHONE NO. (916) 375-4172

FAX NO. (916) 375-4173

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
TENANT AGENCY AND PREMISES ADDRESS

Rental warrants shall be made payable to: G & B Development/ Lodi, LLC

and mailed to:

G & B Development/ Lodi, LLC

18032-C Lemon Drive, Suite 407

Yorba Linda, CA 92886

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

**Completion and
Compliance with
Plans and
Specifications**

6. Lessor agrees that, prior to December 1, 2009, and at Lessor's sole cost and expense, all required construction, improvements and/or alterations, if any, shall be completed and the leased premises made ready for State's occupancy in full compliance with Exhibit "A", consisting of 56 pages titled, "Facility Design Program, Project No. 126476" dated December 1, 2008, and in accordance with Exhibit "B", consisting of 83 pages, titled, "Outline Specifications, Project No. 126476" dated December 1, 2008, and Exhibit "C" consisting of 19 pages titled, "State Fire Marshal, CBC-ADA Access Compliance & Sustainable Measure Procedures Project No. 126476" dated December 1, 2008, and Exhibit "D" consisting of 19 pages titled, "General Requirements - Communications Cable - Processor Room / Field Office" dated December 1, 2008, and Exhibit "E" which shall consist of the construction drawings and shall be incorporated herein upon completion, which Exhibits "A" and "B" and "C" and "D" and "E" are by this reference incorporated herein.

**Notice of
Completion and
Access to Premises
during
Construction**

7. Lessor shall notify the State in writing by certified mail of the date the leased premises will be completed and ready for occupancy at least thirty (30) days prior thereto. Such notice shall be a condition precedent to the accrual of rental hereunder, except however, that if the State occupies the premises prior to the receipt of such notice or prior to the expiration of the notice period of such notice, rental shall commence to accrue as of the date of occupancy.

Following execution of this lease, and not more than sixty days (60) prior to completion of construction and occupancy under this lease, State or its contractors or other representatives shall have the right to enter the premises for the purpose of installing certain equipment such as, but not limited to, modular system furniture, and electrical and telecommunications cabling and equipment.

State agrees to indemnify and hold Lessor harmless from and against any claims, damages, or other injury suffered by Lessor as a result of the work to be performed pursuant to this right to enter the premises prior to State's acceptance and occupancy of the premises. Lessor agrees to indemnify and hold State and its agents, contractors or other representatives harmless from and against any claims, damages, injury or other harm suffered by reason of the negligence or other wrongful act of Lessor or any of Lessor's agents, contractors, or other representatives.

In no event shall the exercise of this right of entry be construed so as to cause an acceleration of the occupancy date of this lease or the obligation of the State to pay rent.

Lessor and State shall each make all reasonable efforts to ensure that the respective construction and installation work is scheduled in such a manner so as to not interfere with or delay the other.

In the event that one or the other party causes a delay in the other party's work, such injured party shall be compensated in the following manner:

Delays caused by the Lessor:

Credit the State a compensating day of delay in the occupancy date and corresponding day of delay in payment of rent.

Delays caused by the State:

Credit the Lessor a compensating day of payment of rent from the actual date of occupancy.

Compensation will be in one day increments.

The parties agree that this shall be the sole remedy for delay, in that the calculation of damages in any other manner is too uncertain and not susceptible of accurate determination.

Early Occupancy

8. Lessor agrees that if the leased premises are ready for occupancy prior to the completion date specified above in Paragraph 6, State may elect to occupy the premises on the earliest date practical after its receipt of the herein required completion notice. The rent payable for any such early occupancy by the State shall be at the rate of THIRTY-THREE THOUSAND THREE HUNDRED FIFTY-TWO AND 00/100 DOLLARS (\$33,352.00) per month, and shall be prorated on a daily basis for any partial month.

- A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories except lavatories in Employment Development Department public toilet rooms in lobby areas which need only cold water.
- B. Elevator (if any) service.
- C. ~~Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for State's operations.~~
- D. Janitorial services as described below. ~~sufficient to maintain the interior in a clean well-maintained condition; that is, to eliminate all visible dust, dirt, litter, grime, stains, smears, finger marks, etc., to the greatest practical degree possible, by performing at least the following:~~

Daily:

- (1) ~~Empty and clean all trash containers, and dispose of all trash and rubbish.~~
- (2) ~~Clean and maintain in a sanitary and odor-free condition all floors, wash mirrors, basins, toilet bowls, and urinals.~~
- (3) ~~Furnish and replenish all toilet room supplies (including soap, towels, seat covers, toilet tissue, and sanitary napkins). Furnish and replenish paper towel supply in all areas of the leased space.~~
- (4) ~~Sweep or dust mop all hard surface floors, and carpet sweep all carpeted areas, including stairways and halls. Offices with hard surface floors in the public lobby area shall be damp-mopped daily.~~
- (5) ~~Remove finger marks and smudges from all glass entrance doors.~~
- (6) ~~Specifically check, and if action is needed, then:~~
 - a. ~~Dust the tops of all furniture, counters, cabinets, and window sills, (which are free of interfering objects).~~
 - b. ~~Remove spots and/or spills from the carpets, floors, and stairways.~~

~~As needed, but not less frequently than:~~

~~***Twice Weekly:*** Vacuum all carpets.~~

Weekly:

- (1) ~~Damp mop all hard surface floors.~~
- (2) ~~Dust all window blinds.~~
- (3) ~~Treat stainless steel fountains and sinks to eliminate stains and mineral deposits.~~
- (4) ~~Spot clean the walls.~~

Quarterly:

- (1) ~~Strip all hard surface floors and apply a new coat of floor finish; buff as necessary to produce a uniformly shining appearance.~~
- (2) ~~Treat carpets for static electricity control (if not integrated in the fabric).~~

~~***Semi-annually:*** Wash all windows, window blinds, light fixtures, walls, and painted surfaces.~~

Annually:

- (1) ~~Steam clean carpets to remove all stains and spots.~~
- (2) ~~Clean window coverings.~~

Description of janitorial services:

Lessor, at Lessor's sole cost and expense, during the term of this lease shall provide janitorial services, described as follows:

Unless otherwise arranged in writing with the State, janitorial service must be performed after close of business hours. On day(s) when the Control Cashier Room in the premises is due to be cleaned, the janitorial contractor shall start that service 30 minutes prior to the close of business hours. All janitorial service must be completed no later than 7:00 a.m. the following business day.

The janitorial work shall be performed as described below. Unless expressly stated otherwise, the description of work shall apply to all general building areas. Floor stripping is to be done with a low speed buffer (for stripping) and a stripping pad. Buffing is to be done with a high-speed buffer. Spot cleaning is to be done with a clean white cloth. Floor finish is to be applied with a looped nylon mop.

A) DAILY SERVICES

1. REST ROOMS

- a. Clean all floors. Sweep/mop floor with a QUAT neutral disinfectant cleaner/deodorizer (EPA registered, hospital grade germicide for disinfecting and cleaning which complies with OSHA's blood borne pathogen standard for disinfecting surfaces soiled with blood or other potentially infectious bodily fluids.) Note: All areas around base of toilets, urinals, in corners, along edges, under sinks, receptacles, around partition legs and vanity must be thoroughly cleaned. Contractor to post wet floor signs when mopping or scrubbing floors.
- b. Wipe clean baseboards, cove base, and floor trim, removing any dirt, water, finish, sealant, and/or chemicals.
- c. Clean all fixtures – water closets, urinals, washbasins, waste receptacles and dispensers with a QUAT neutral disinfectant cleaner/deodorizer. Polish work fixtures to a bright finish.
- d. Remove all graffiti from walls, partitions, mirrors, and fixtures.
- e. Clean mirrors (polish frame if applicable).
- f. Dust and clean windowsills, ledges, grills, free standing partitions, wall surfaces, doors, and waste receptacles.
- g. Clean pipes under washbasins, on urinals and stools.
- h. Clean entrance glass (if applicable).
- i. Spot clean entrance doors.
- j. Clean wall behind washbasins.
- k. Empty waste receptacles, stock paper towels, soap, toilet paper, seat dispensers, and sanitary napkin and tampon dispensers. Empty, clean and disinfect sanitary napkin receptacle, and replace soiled bags with new ones daily. Malfunction of dispensers shall be reported as soon as possible to the DMV Project Manager.

2. ROOM CLEANING - Rooms include: public lobby, employee work area, file rooms, conference rooms, classrooms, hallways, patio, break areas, and any other rooms.

- a. Vacuum all carpet and mats to remove obvious dust and dirt, paper clips, staples, rubber bands, and other foreign objects from traffic areas and from around furniture/modular system furniture. (Remove all movable obstacles before vacuuming and return to original places when vacuuming is completed.
- b. Remove all marks from furniture and walls
- c. Clean tops of work counters, public counters, testing tables, file cabinets, bookcases, appliances, and vending machines with appropriately treated cloth (removing spillage, finger marks, and other foreign residue.
- d. Spot clean stains (ink, pencil, markers, dirt, rust, and other foreign residue) from workstation modules and work surfaces
- e. Wastebaskets/Trash receptacles
 - i. Empty wastebaskets/trash receptacles into appropriate exterior trash containers.

- ii. Change liners if soiled or torn as needed.
- iii. Clean the interior/exterior of wastebaskets/trash receptacles if soiled.
- iv. Remove any empty boxes (unless otherwise marked as save or recycle) by breaking down and discarding into appropriate bin.
- f. Wipe with disinfectant cleaner all drinking fountains (including underneath, front, and sides), sinks, break room tables and counters, removing all fingerprints and debris.
- g. Wipe phones with disinfectant cleaner.
- h. Clean any interior windows or glass below seventy-two inches (72") above ground, except in the lobby and entranceways clean any interior windows or glass below eight (8') feet above ground. (Wipe away any residual cleaner from sills, walls, and frames.) Use a non-streaking window cleaner.
- i. Clean all interior and exterior glass entrance doors. (Wipe away any residual cleaner from sills, walls, and frames.) Use a non-streaking window cleaner.
- j. Clean and polish interior and exterior doors including: doorframes, handles, doorknobs, kick plates, push plates, push bars, threshold, and components. Remove all foreign residues on or around door and components.
- k. Lobby & Break Room Chairs – Wipe clean, removing all dirt, grease, fingerprints, food, gum, and other foreign residue (must check underside of chairs daily and clean on an as needed basis.)
- l. Spot clean signs.
- m. Carpet Spot Cleaning
 - i. Contractor must use the appropriate cleaner for the type of spot/stain, gum, adhesives, oil barrier (foods), coffee, tannin (chocolate & teas), protein-based spots, paint, grease, delible ink, markers, and rust.
 - ii. Test spot cleaning solution on an inconspicuous piece of carpet for colorfastness. Use a clean white towel to blot the area to check for color bleeding. (If carpet bleeds, do not use that cleaner; test another spotting solution.)
 - iii. Apply spotting product (avoid over application).
 - iv. Allow dwell time for difficult spots.
 - v. Agitate using a bone scraper or similar tool.
 - vi. Blot using a spotting brush or similar with a "tamping motion" (i.e., place clean white towel over the spot and tamp (pat/hit) the towel with the brush to blot up the stain and spotting product.
 - vii. Repeat process as long as there is improvement.
 - viii. Rinse well with water and blot dry. (Do not over saturate carpet.)
 - ix. Do not clean the stains in a circular grinding motion with the towel. This will cause the dirt to be driven further down into the carpet.
 - x. Gum removal – Poke holes in the gum before applying the appropriate cleaning solvent to allow better penetration.

n. HARD RESILIENT FLOORS - Terrazzo, VCT, VAT, Rubber & Tile

- i. Dry sweep or dust mop floor to remove loose debris.
- ii. Move chairs, mats, waste receptacles, and delineators (stanchions) prior to sweeping or mopping. DO NOT DRAG THE CHAIRS ACROSS THE LOBBY FLOORS.
- iii. Using a neutral cleaner, damp mop removing oil, dirt, grit, and any other debris from floor. (Do not saturate floor with water.)
- iv. Rinse floor with clean cotton loop mop and clean/clear water.
- v. Using a wet/dry vacuum, remove all wet residue from floor.
- vi. Wipe all baseboards and stationary furniture/equipment clean of cleaner and water.
- vii. Apply a light mist of Ramsey's Sure Pass Spray Buff (or similar product) to the floor and buff until glossy and dry.
- viii. Floors must be thoroughly dry before returning chairs, mats, waste receptacles, and delineators (stanchions) to original locations (otherwise stains/rust, will occur and damage flooring).
- ix. For restroom floors, mix a bacteria killing enzyme deodorizer in the rinse water (similar to Ramsey's Kil-Oder) and pour mop bucket water down the floor and/or sink drains.
- x. Gum Removal
- xi. Use a small amount of citrus gel specifically for gum removal.
- xii. Poke holes in gum before applying the appropriate cleaning solvent to allow better penetration. Use only enough solvent to cover the affected spot.
- xiii. Rinse solvent thoroughly with clean mop or towel and clean/clear water.
- xiv. Dry area with soft towel or wet/dry vacuum.

3. OUTSIDE ENTRANCES – Building must be secured if left unoccupied. (Cleaning will be done in inclement weather.)

- a. Clean and polish kick plates, push plates, and push bars; removing all foreign residue on or around door and components.
- b. Empty trash receptacles. Change liners if soiled or torn, as needed. Clean the interior/exterior of trash receptacles if soiled.
- c. Clean all cigarette and cigar receptacles. Replace sand as needed.

B) WEEKLY

1. Spot dust furniture and horizontal and diagonal surfaces seventy-two inches (72") from the floor with treated dust cloth.
2. Sweep full floor in storage spaces.
3. Damp mop (with neutral cleaner) and spray buff all hard resilient floors in storage spaces.

C) EVERY TWO WEEKS

1. Reapply floor finish (except storage spaces), between the normal (Quarterly) stripping and re-application of floors:

2. Damp mop.
3. Apply three (3) coats of finish (making sure that each application has thoroughly dried before the next coat is applied).
4. Spray buff floors to a high gloss, non-slip finish.

D) MONTHLY (Work to be completed during the first weekend of each month.)

1. Dust blinds and window coverings.
2. Dust interior and exterior light fixtures.
3. Damp wipe all glass in partitions, pictures, bookcases, and any other glass within approximately seventy-two inches (72") from the floors.
4. Clean exterior windows, including windowsills and frames, below eight feet (8') above ground. Wipe clean any cleaner or water from the surrounding areas, use a non-streaking window cleaner.
5. Dust and clean all air conditioning vents, return grills and covers, and surrounding ceiling tiles to remove dirt, grease and residual cleaner and water. Wipe surrounding areas to be free of cleaner and water.
6. Dust walls to ceiling areas removing spider webs and dirt.
7. Dust wall hangings, ceiling fans, clocks, and moldings.

E) SPECIAL MAINTENANCE AREAS

1. Control Room – EVERY WEDNESDAY AND FRIDAY. Apply the daily room cleaning specifications to this area.
2. Carpet spot cleaning – DAILY. Spot clean carpets using the appropriate cleaner for the type of stain. For gum removal, use a citrus gel gum remover. Poke holes in gum to allow deeper penetration, agitate area, and remove.

F) MISCELLANEOUS DUTIES ON AN AS NEEDED BASIS

1. Damp wipe delineator (stanchion) ropes and stands.
2. Lighting – Replace all burned out fluorescent tubes, light bulbs, and modular furniture lights (if applicable).
3. Polish all metal/brass surfaces to a bright finish.
4. Clean all mops, rags, mop buckets to keep odor free.
5. Clean janitor closet, keeping it neat and free from foul odors.
(Note: Electrical panel is to remain unobstructed.)
6. If furniture/appliances have been moved exposing uneven floor maintenance, treat the floors.
7. Notify DMV Project Manager when supplies are low in stock.

G) MISCELLANEOUS DUTIES

1. Check all rooms, set lights for the night, secure building, activate alarms, and exit through designated doors.

Report fires, hazardous conditions, and items in need of repair to the DMV Project Manager

In the event of failure by the Lessor to furnish any of the above services or supplies in a satisfactory manner, the State may furnish the same at its own cost; and, in addition to any other remedy the State may have, may deduct the

amount thereof, including State's administrative costs, from the rent that may then be, or thereafter become due hereunder.

Repair and Maintenance

14. A. During the lease term, the Lessor shall maintain the leased premises in good repair and tenantable condition, so as to minimize breakdowns and loss of the State's use of the premises caused by deferred or inadequate maintenance, including, but not limited to:

- (1) Generally maintaining the leased premises in good, vermin-free, operating condition and appearance.
- (2) Furnishing prompt, good quality repair of the building, equipment, and appurtenances.
- (3) Furnishing preventative maintenance, including, but not limited to, manufacturer's recommended servicing of equipment such as elevator (if any), heating, ventilating and air conditioning equipment, and fixtures.
- (4) Furnishing ongoing maintenance and prompt repair of any and all special equipment and systems referenced in Exhibits A and B and D including but not limited to, security and access control systems, fire suppression systems, special HVAC systems for computer rooms, and UPS systems.
- (5) Furnishing and promptly replacing any inoperative light bulbs, fluorescent tubes, ballast, starters, and filters for the heating, ventilating and air conditioning equipment as required.
- (6) Furnishing remedial painting as necessary to maintain the premises in a neat, clean and orderly condition.
- (7) Annual testing and maintenance of all fire extinguishers in or adjacent to the leased premises.
- (8) Repairing and replacing as necessary intrabuilding network cable and inside wire cable used for voice and data transmission.
- (9) Repairing and replacing parking lot bumpers and paving as necessary. Repaint directional arrows, striping, etc., as necessary.
- (10) On a weekly basis, sweeping parking areas and sidewalks, maintaining landscaped areas, including sprinklers, drainage, etc., in a growing, litter-free, weedfree, and neatly mowed and/or trimmed condition.
- (11) Repairing and replacing floor covering as necessary. Lessor, at Lessor's sole cost, shall arrange for moving of furniture and equipment prior and subsequent to the repairing or replacement of floor covering.
- (12) Keeping all walkways, parking lots, entrances, and auxiliary areas free of snow, water, oil spills, debris, or other materials which may be hazardous to users of the building.

B. Lessor shall provide prompt repair or correction for any damage except damage arising from a willful or negligent act of the State's agents, employees or invitees.

C. Except in emergency situations, the Lessor shall give not less than 48 hour prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns in the work environment.

D. In case Lessor, after notice in writing from the State requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply with such notice, or in the event of an emergency constituting a hazard to the health or safety of the State's employees, property, or invitees, the State may terminate this lease without further obligation or at its option, perform such maintenance or make such repair at its own cost and, in addition to any other remedy the State may have, may withhold rent due and deduct the amount thereof, including necessary costs incurred by the State required for the administration of such maintenance and repairs, from the rent that may then be or thereafter become due hereunder.

See Lease Paragraph 32 (Additional Lessor Obligations).

Painting

15. In addition to any painting completed prior to the commencement of this lease, and touch-up painting required after initial occupancy upon receipt of written request from the State, Lessor agrees at Lessor's sole cost and expense to repaint all painted surfaces ([X] interior and [] exterior) of the leased premises in accordance with the attached Exhibits "A" and "B". In no event shall Lessor be required to repaint more than once during the first sixty (60) month period of this lease after the painting completed prior to the commencement date, and once during any succeeding sixty (60) month period. Lessor shall, within forty-five (45) days from the giving of any such notice, arrange for and complete the painting. Colors are to be approved by the State. Lessor, at Lessor's sole cost, shall arrange for moving of furniture and equipment prior and subsequent to the repainting, and provide drop cloths, and covers as necessary.

**Change Orders
and Alterations**

16. The State shall have the right during the existence of this lease to make change orders and alterations; attach fixtures; and erect additions, structures, or signs in or upon the leased premises. Such fixtures, additions, structures, or signs so placed in or upon or attached to the premises under this lease or any extension hereof shall be and remain the property of the State and may be removed therefrom by the State prior to the termination or expiration of this lease or any renewal or extension hereof, or within a reasonable time thereafter.

In the event alterations, fixtures, additions, structures, or signs in or upon the leased premises are desired by State and State elects not to perform the work, any such work, when authorized in writing by the State shall be performed by the Lessor in accordance with plans and specifications provided by State. Lessor agrees to obtain competitive bids from at least three licensed contractors and to contract with the lowest bidder. Lessor further agrees that the overhead and profit for the work shall not exceed fifteen percent (15%) total for Lessor and any general contractor combined. Within forty-five (45) days after receiving Lessor's notice of completion of the requested work and an invoice requesting payment therefor, together with a complete detailed accounting of all costs for each trade, State agrees to either reimburse Lessor by a single total payment for the cost of such work; or, with Lessor's prior written approval, State will amortize the cost of the requested work over the remaining term of this lease by increasing the monthly rent by an amount to include principal and interest on the unpaid balance. The interest rate may not exceed the prime rate (the base rate on corporate loans posted by at least seventy-five percent (75%) of the nation's 30 largest banks) as of the date of the State's written authorization to proceed.

In the event State terminates this lease on or after the end of the firm term, but before the expiration date of the lease, State agrees to pay to Lessor the portion of the principal balance which is unamortized as of the effective date of termination. Said payment shall be a single payment to be made within forty-five (45) days after the effective date of the termination.

**Assignment and
Subletting**

17. The State shall not assign this lease without prior written consent of the Lessor, which shall not be unreasonably withheld, but shall in any event have the right to sublet the leased premises.

Quiet Possession

18. The Lessor agrees that the State, while keeping and performing the covenants herein contained, shall at all times during the existence of this lease, peaceably and quietly have, hold, and enjoy the leased premises without suit, trouble, or hindrance from the Lessor or any person claiming under Lessor.

Inspection

19. The Lessor reserves the right to enter and inspect the leased premises at reasonable times, and to render services and make any necessary repairs to the premises.

Destruction

20. If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the leased premises unusable for the purpose intended, Lessor shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, Lessor shall forthwith give notice to State of the specific number of days required to repair the same. If Lessor under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, State, in either such event, at its option may terminate this lease or, upon notice to Lessor, may maintain occupancy and elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under this lease and any other lease between Lessor and State.

In the event of any such destruction other than total, where the State has not terminated the lease as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Lessor shall diligently prosecute the repair of said premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating ten percent (10%) or less of the floor space, or within the period specified in Lessor's notice in connection with partial destruction aggregating more than ten percent (10%), the State shall have the option to terminate this lease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this lease and any other lease between Lessor and State.

In the event the State remains in possession of said premises though partially damaged, the rental as herein provided shall be reduced by the same ratio as the net square feet the State is thus precluded from occupying bears to

the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

It is understood and agreed that the State or its agent has the right to enter its destroyed or partially destroyed leased facilities no matter what the condition. At the State's request, the Lessor shall immediately identify an appropriate route through the building to access the State leased space. If the Lessor cannot identify an appropriate access route, it is agreed that the State may use any and all means of access at its discretion in order to enter its leased space.

**Subrogation
Waived**

21. To the extent authorized by any fire and extended coverage insurance policy issued to Lessor on the herein leased premises, Lessor hereby waives the subrogation rights of the insurer, and releases the State from liability for any loss or damage covered by said insurance.

**Prevailing Wage
Provision**

22. For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply:

- A. Lessor/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.
- B. The Lessor/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Lessor will post at the job site. All prevailing wage rates shall be obtained by the Lessor/contractor from:

Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, California 94102
Phone: (415) 703-4774
Fax: (415) 703-4771

For further information on prevailing wage: http://www.dir.ca.gov/dlsr/statistics_research.html

- C. Lessor/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.
- D. Lessor/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.
- E. Prior to commencement of work, Lessor/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations

**Fair Employment
Practices**

23. During the performance of this lease, the Lessor shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Lessor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Lessor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5), and the regulations or standards adopted by the awarding State agency to implement such article.

**DVBE
Participation
Requirement**

24. Lessor hereby represents and certifies that it has fully complied with all Disabled Veteran Business Enterprise (DVBE) participation goals or has made good faith efforts, as the case may be, as required by Public Contract Code §10115 et seq., and further agrees that the State or its designees will have the right to review, obtain, and copy all records pertaining to the contract. Lessor agrees to provide the State or its designee with any requested relevant information and shall permit the State or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Lessor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

Upon completion of this lease, Lessor agrees to submit a final report identifying all DVBEs used in providing services or supplies to this lease. Efforts to include DVBEs in this contract shall continue throughout the lease term and any extensions or renewals hereof involving purchases of materials and supplies by the Lessor.

**Service
Companies**

25. Within fifteen (15) days after occupancy of the leased premises by the State, Lessor shall provide the State with the name, address, and telephone number of an agency or person convenient to the State as a local source of service regarding the Lessor's responsibilities under this lease as to repairs, maintenance, and servicing of the premises and any or all related equipment, fixtures, and appurtenances.

Service Credit

26. Lessor agrees that the rental provided under the terms of Paragraph 4 hereof is based in part upon the costs of the services, utilities, and supplies to be furnished by Lessor in accordance with Paragraph 13 hereof. In the event the State vacates the premises prior to the end of the term of this lease, or, if after notice in writing from the State, all or any part of such services, utilities, or supplies for any reason are not used by the State, then, in such event, the monthly rental as to each month or portion thereof as to which such services, utilities, or supplies are not used by the State shall be reduced by an amount equal to the average monthly costs of such unused services, utilities, or supplies during the six-month period immediately preceding the first month in which such services, utilities, or supplies are not used.

Holding Over

27. In the event the State remains in possession of the premises after the expiration of the lease term, or any extension or renewal thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable. If the last rental amount shown in Paragraph 4 included the amortization of a capital sum expended by Lessor for certain alterations and improvements, as described in a separate paragraph herein, and the capital sum has been fully amortized, the holdover rent shall be reduced by the amount of the monthly amortization. If the State fails to vacate the premises within the notice period and remains for an extended period, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination.

**Surrender of
Possession**

28. Upon termination or expiration of this lease, the State will peacefully surrender to the Lessor the leased premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which State has no control or for which Lessor is responsible pursuant to this lease. The State shall have no duty to remove any improvements or fixtures placed by it on the premises or to restore any portion of the premises altered by it, save and except in the event State elects to remove any such improvements or fixtures and such removal causes damages or injury to the leased premises, and then only to the extent of any such damage or injury.

**Time of Essence,
Binding upon
Successors**

29. Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder.

**No Oral
Agreements**

30. It is mutually understood and agreed that no alterations or variations of the terms of this lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

**Service Contracts
Wages and
Benefits**

31. All janitorial and housekeeping services, custodians, food services workers, laundry workers, window cleaners and security guards provided by Lessor pursuant to the provisions of this lease, shall be in full compliance with the requirements of Government Code (GC) 19134 if applicable, including but not limited to the following:

- a) Lessor agrees that service contract agreements for such services will provide employee wages and benefits that are valued at eighty-five (85%) of the State Employer cost of providing comparable wages and benefits to state employees performing similar duties. For these purposes, benefits includes health, dental, and vision benefits and it also includes retirement benefits, holiday pay, sick pay and vacation pay.
- b) Lessor shall ensure that each contractor and subcontractor providing such services is provided a copy of the applicable regulations for GC 19134.
- c) Lessor agrees to certify on a quarterly basis that all contracts executed by Lessor are in compliance with GC 19134.
- d) Lessor agrees to include in the service contract agreements the applicable reporting, audit and termination for breach provisions as described in the applicable regulations for GC 19134.

**Lessor's
Additional
Obligations**

32. During the Lease Term and any extended term, Lessor shall keep the leased premises, and the property of which it is a part, including all improvements upon said premises and all site improvements required under the lease and Exhibits "A", "B", "C" and "D", including contiguous parking requirements, in good condition and repair, including without limitation: foundation; exterior and interior walls and doors, including loading and emergency doors, if any; roof; downspouts and gutters; interior and exterior structural components of the leased premises (including mens and womens restrooms); lighting, electrical distribution and other electrical system components; plumbing systems; heating, ventilation, air conditioning and all mechanical equipment and components; fire sprinkler systems; security and other alarm systems; utility lines located inside or outside the leased premises or below the foundation or slab; and all other building systems and components. In addition, Lessor shall perform or cause to be performed all maintenance, repair and other services relating to the premises and the property of which it is a part as and when the same are reasonably necessary, including, but not limited to, landscape maintenance, driveway and parking area maintenance for the premises and contiguous parking and site improvements, exterior lighting maintenance, waste removal, repair and maintenance of paved areas, cleaning supplies, miscellaneous building supplies, exterior painting for the building, exterior plumbing for the building, exterior window washing, insect and pest extermination, security guards or security system for the premises and building, signs for the premises and building and miscellaneous maintenance.

In case Lessor, after notice in writing from the State requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply with such notice, or in the event of an emergency constituting a hazard to the health or safety of the State's employees, property, or invitees, the State may make such repair at its own cost and, in addition to any other remedy the State may have, may withhold rent due and deduct the amount thereof, including necessary costs incurred by the State required for the administration of such repairs, from the rent that may then be or thereafter become due hereunder.

**LEED
Certification**

33. Within ninety (90) days of the State's occupancy, Lessor shall submit all required documents to the United States Green Building Council for LEED certification to meet a minimum of LEED NC Silver Certification. Lessor agrees to provide the State evidence by the United States Green Building Council that the leased space meets LEED NC Silver Certification within twelve (12) months of occupancy. The State reserves the right to reduce the rent in accordance with paragraph 9 herein for failure to submit or provide the certification as identified herein, providing for a fair and reasonable allowance for delays caused by the United States Green Building Council which are beyond control of Lessor.

**Option To
Purchase**

34. The State shall have the option to purchase the leased premises, and the 1.9 acre property of which it is a part, including all improvements upon said premises and all site improvements required under the lease and Exhibits "A", "B", "C" and "D", including all contiguous parking and site requirements. It is agreed that the State's option to purchase the leased premises may be assigned to another State agency or any other nominee designated by the State.

The option to purchase said property may be exercised upon the following terms and conditions:

A. State will give Lessor written notice of the exercise of its option not less than ninety (90) days prior to the date of purchase.

B. The purchase price as of each of the dates listed shall be as follows:

<u>Date</u>	<u>Purchase Price</u>
<u>November 30, 2019</u>	<u>\$ 5,679,086</u>
<u>November 30, 2024</u>	<u>\$ 6,583,714</u>
<u>November 30, 2029</u>	<u>\$ 7,632,343</u>

C. ~~The purchase price as of the first day of any intermediate month shall be the option price of the previous listed date, adjusted by the prorata difference between that option price and the option price on the next listed date.~~

D. The conveyance shall be by grant deed in fee simple, free and clear of all liens, encumbrances, easements, or any other title exception save and except public utility easements and matters which may be acceptable to the State.

E. At least twenty (20) days prior to the date of purchase set forth in said notice, Lessor shall furnish to the State an invoice for the purchase price and payment shall be made at close of escrow.

F. The purchase shall be handled through escrow opened by the Lessor with a title company approved by the State. The State will be furnished with a standard CLTA policy of title insurance in the amount of the purchase price showing title vested in the State as aforesaid. All expenses of such escrow, including the title insurance premium, shall be paid by the Lessor.

G. Lessor, agrees that if State elects to exercise the purchase option hereinabove provided, Lessor will, at his sole cost and expense, repair or remedy any deficiencies in the leased premises which prevent the leased premises from fully complying with lease Exhibits "A" and "B" and "C." Within thirty (30) days after State exercises its option to purchase the leased premises, State will notify Lessor of those deficiencies which require repair or remedy. If after receiving said notification, Lessor should fail, neglect, or refuse to correct the specified deficiencies within forty-five (45) days, State and Lessor will direct the escrow company to deduct and hold from the purchase proceeds the estimated total costs (including a reasonable allowance for State's expenses) of the necessary corrective action. State shall then repair those specified deficiencies not completed by Lessor and shall be reimbursed from the held purchase proceeds. If any held purchase proceeds remain after State's reimbursement, the State will direct the escrow company to release the balance to Lessor. Any above mentioned withholding of purchase proceeds shall in no manner constitute grounds for delaying the close of escrow past the date specified in State's written notice of the exercise of the option.

H. The State is hereby authorized to record a Request for Notice of Default; and in order to cure any mortgage payment default, deduct any amounts so paid from the following rental payments due.

I. Lessor agrees to provide a fully executed and properly acknowledged Grant Deed into escrow thirty (30) days prior to the effective date of purchase as set forth in State's written notice to exercise purchase. Lessor's submittal of the signed and acknowledged Grant Deed into escrow shall not be contingent upon submittal of buyers escrow instructions.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto as of the date first above written.

STATE OF CALIFORNIA
Approval Recommended

LESSOR

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
PROFESSIONAL SERVICES BRANCH

G & B DEVELOPMENT/ Lodi, LLC,
a California Limited Liability Company

By


MATT B. KEEFE, Senior Real Estate Officer
Real Estate Leasing and Management Section

By


NICHOLAS ESTANISLAU, Managing member


Date 5-7-2009

Date 4-28-08

Approved

DIRECTOR OF THE DEPARTMENT
OF GENERAL SERVICES

By


PATRICK FOSTER, Assistant Chief
Real Estate Leasing and Management Section

Date 5/13/2009

(E)

FEE PAYMENT AMORTIZATION SCHEDULE

DMV Facility

1222 Pixley Parkway

APN # 049-270-01, 049-270-02, 049-270-07 and 049-270-08

Total Fees: \$248,625.52

Interest Rate: 2.869% (1.869 LAIF rate plus 1%)

Term: 10 years

Payment No.	Unpaid Balance	Monthly Payment	Principal	Interest
1	\$248,625.52	\$2,385.74	\$1,791.32	\$594.42
2	\$246,834.20	\$2,385.74	\$1,795.60	\$590.14
3	\$245,038.60	\$2,385.74	\$1,799.90	\$585.85
4	\$243,238.70	\$2,385.74	\$1,804.20	\$581.54
5	\$241,434.50	\$2,385.74	\$1,808.51	\$577.23
6	\$239,625.99	\$2,385.74	\$1,812.84	\$572.91
7	\$237,813.16	\$2,385.74	\$1,817.17	\$568.57
8	\$235,995.99	\$2,385.74	\$1,821.51	\$564.23
9	\$234,174.47	\$2,385.74	\$1,825.87	\$559.87
10	\$232,348.60	\$2,385.74	\$1,830.23	\$555.51
11	\$230,518.37	\$2,385.74	\$1,834.61	\$551.13
12	\$228,683.76	\$2,385.74	\$1,839.00	\$546.74
13	\$226,844.76	\$2,385.74	\$1,843.39	\$542.35
14	\$225,001.37	\$2,385.74	\$1,847.80	\$537.94
15	\$223,153.57	\$2,385.74	\$1,852.22	\$533.52
16	\$221,301.35	\$2,385.74	\$1,856.65	\$529.09
17	\$219,444.70	\$2,385.74	\$1,861.09	\$524.66
18	\$217,583.61	\$2,385.74	\$1,865.54	\$520.21
19	\$215,718.08	\$2,385.74	\$1,870.00	\$515.75
20	\$213,848.08	\$2,385.74	\$1,874.47	\$511.28
21	\$211,973.62	\$2,385.74	\$1,878.95	\$506.79
22	\$210,094.67	\$2,385.74	\$1,883.44	\$502.30
23	\$208,211.23	\$2,385.74	\$1,887.94	\$497.80
24	\$206,323.29	\$2,385.74	\$1,892.46	\$493.28
25	\$204,430.83	\$2,385.74	\$1,896.98	\$488.76
26	\$202,533.85	\$2,385.74	\$1,901.52	\$484.22
27	\$200,632.33	\$2,385.74	\$1,906.06	\$479.68
28	\$198,726.27	\$2,385.74	\$1,910.62	\$475.12
29	\$196,815.65	\$2,385.74	\$1,915.19	\$470.55
30	\$194,900.46	\$2,385.74	\$1,919.77	\$465.97
31	\$192,980.69	\$2,385.74	\$1,924.36	\$461.38
32	\$191,056.34	\$2,385.74	\$1,928.96	\$456.78
33	\$189,127.38	\$2,385.74	\$1,933.57	\$452.17
34	\$187,193.81	\$2,385.74	\$1,938.19	\$447.55
35	\$185,255.62	\$2,385.74	\$1,942.83	\$442.92
36	\$183,312.79	\$2,385.74	\$1,947.47	\$438.27
37	\$181,365.32	\$2,385.74	\$1,952.13	\$433.61
38	\$179,413.19	\$2,385.74	\$1,956.79	\$428.95
39	\$177,456.40	\$2,385.74	\$1,961.47	\$424.27
40	\$175,494.93	\$2,385.74	\$1,966.16	\$419.58

Payment No.	Unpaid Balance	Monthly Payment	Principal	Interest
41	\$173,528.76	\$2,385.74	\$1,970.86	\$414.88
42	\$171,557.90	\$2,385.74	\$1,975.58	\$410.17
43	\$169,582.32	\$2,385.74	\$1,980.30	\$405.44
44	\$167,602.03	\$2,385.74	\$1,985.03	\$400.71
45	\$165,616.99	\$2,385.74	\$1,989.78	\$395.96
46	\$163,627.21	\$2,385.74	\$1,994.54	\$391.21
47	\$161,632.68	\$2,385.74	\$1,999.30	\$386.44
48	\$159,633.37	\$2,385.74	\$2,004.08	\$381.66
49	\$157,629.29	\$2,385.74	\$2,008.88	\$376.87
50	\$155,620.41	\$2,385.74	\$2,013.68	\$372.06
51	\$153,606.73	\$2,385.74	\$2,018.49	\$367.25
52	\$151,588.24	\$2,385.74	\$2,023.32	\$362.42
53	\$149,564.92	\$2,385.74	\$2,028.16	\$357.58
54	\$147,536.76	\$2,385.74	\$2,033.01	\$352.74
55	\$145,503.76	\$2,385.74	\$2,037.87	\$347.88
56	\$143,465.89	\$2,385.74	\$2,042.74	\$343.00
57	\$141,423.15	\$2,385.74	\$2,047.62	\$338.12
58	\$139,375.53	\$2,385.74	\$2,052.52	\$333.22
59	\$137,323.01	\$2,385.74	\$2,057.43	\$328.32
60	\$135,265.59	\$2,385.74	\$2,062.34	\$323.40
61	\$133,203.24	\$2,385.74	\$2,067.27	\$318.47
62	\$131,135.97	\$2,385.74	\$2,072.22	\$313.52
63	\$129,063.75	\$2,385.74	\$2,077.17	\$308.57
64	\$126,986.58	\$2,385.74	\$2,082.14	\$303.60
65	\$124,904.44	\$2,385.74	\$2,087.12	\$298.63
66	\$122,817.33	\$2,385.74	\$2,092.11	\$293.64
67	\$120,725.22	\$2,385.74	\$2,097.11	\$288.63
68	\$118,628.11	\$2,385.74	\$2,102.12	\$283.62
69	\$116,525.99	\$2,385.74	\$2,107.15	\$278.59
70	\$114,418.85	\$2,385.74	\$2,112.19	\$273.56
71	\$112,306.66	\$2,385.74	\$2,117.23	\$268.51
72	\$110,189.43	\$2,385.74	\$2,122.30	\$263.44
73	\$108,067.13	\$2,385.74	\$2,127.37	\$258.37
74	\$105,939.76	\$2,385.74	\$2,132.46	\$253.28
75	\$103,807.30	\$2,385.74	\$2,137.56	\$248.19
76	\$101,669.74	\$2,385.74	\$2,142.67	\$243.08
77	\$99,527.08	\$2,385.74	\$2,147.79	\$237.95
78	\$97,379.29	\$2,385.74	\$2,152.92	\$232.82
79	\$95,226.37	\$2,385.74	\$2,158.07	\$227.67
80	\$93,068.30	\$2,385.74	\$2,163.23	\$222.51
81	\$90,905.06	\$2,385.74	\$2,168.40	\$217.34
82	\$88,736.66	\$2,385.74	\$2,173.59	\$212.15
83	\$86,563.07	\$2,385.74	\$2,178.78	\$206.96
84	\$84,384.29	\$2,385.74	\$2,183.99	\$201.75
85	\$82,200.30	\$2,385.74	\$2,189.21	\$196.53
86	\$80,011.08	\$2,385.74	\$2,194.45	\$191.29
87	\$77,816.64	\$2,385.74	\$2,199.69	\$186.05
88	\$75,616.94	\$2,385.74	\$2,204.95	\$180.79
89	\$73,411.99	\$2,385.74	\$2,210.23	\$175.52
90	\$71,201.76	\$2,385.74	\$2,215.51	\$170.23
91	\$68,986.25	\$2,385.74	\$2,220.81	\$164.93
92	\$66,765.44	\$2,385.74	\$2,226.12	\$159.63
93	\$64,539.33	\$2,385.74	\$2,231.44	\$154.30
94	\$62,307.89	\$2,385.74	\$2,236.77	\$148.97

Payment No.	Unpaid Balance	Monthly Payment	Principal	Interest
95	\$60,071.12	\$2,385.74	\$2,242.12	\$143.62
96	\$57,828.99	\$2,385.74	\$2,247.48	\$138.26
97	\$55,581.51	\$2,385.74	\$2,252.86	\$132.89
98	\$53,328.66	\$2,385.74	\$2,258.24	\$127.50
99	\$51,070.42	\$2,385.74	\$2,263.64	\$122.10
100	\$48,806.77	\$2,385.74	\$2,269.05	\$116.69
101	\$46,537.72	\$2,385.74	\$2,274.48	\$111.26
102	\$44,263.24	\$2,385.74	\$2,279.92	\$105.83
103	\$41,983.33	\$2,385.74	\$2,285.37	\$100.38
104	\$39,697.96	\$2,385.74	\$2,290.83	\$94.91
105	\$37,407.13	\$2,385.74	\$2,296.31	\$89.43
106	\$35,110.83	\$2,385.74	\$2,301.80	\$83.94
107	\$32,809.03	\$2,385.74	\$2,307.30	\$78.44
108	\$30,501.73	\$2,385.74	\$2,312.82	\$72.92
109	\$28,188.91	\$2,385.74	\$2,318.35	\$67.39
110	\$25,870.56	\$2,385.74	\$2,323.89	\$61.85
111	\$23,546.67	\$2,385.74	\$2,329.45	\$56.30
112	\$21,217.23	\$2,385.74	\$2,335.01	\$50.73
113	\$18,882.21	\$2,385.74	\$2,340.60	\$45.14
114	\$16,541.62	\$2,385.74	\$2,346.19	\$39.55
115	\$14,195.42	\$2,385.74	\$2,351.80	\$33.94
116	\$11,843.62	\$2,385.74	\$2,357.43	\$28.32
117	\$9,486.20	\$2,385.74	\$2,363.06	\$22.68
118	\$7,123.13	\$2,385.74	\$2,368.71	\$17.03
119	\$4,754.42	\$2,385.74	\$2,374.37	\$11.37
120	\$2,380.05	\$2,385.74	\$2,380.05	\$5.69
121	\$0.00			
TOTALS:		\$286,288.98	\$248,625.52	\$37,663.46

(F)

G & B Development/Lodi LLC

18032-C Lemon Drive, Suite 407
Yorba Linda, California 92886-4202

February 10, 2010

City of Lodi
Public Works Department
Attention: Wesley K. Fujitani
Senior Civil Engineer / Development Services
221 West Pine Street
Lodi, CA 95241-1910

Regarding: Request for Loan Amortization relating to new DMV Development on Pixley Parkway

Dear Wesley,

Per our meeting of April 7, 2009 with Wally Sandelin, Public Works Director, and you, the City offered to help arrange for an amortized 10-year loan for the development impact fees relating to our above stated project. The amount to be amortized is \$248,625.52. The term requested is ten years and we would like to pay semi-annually if possible.

We believe the current rate of interest will be 2.869 % for 10 years. (Per amortization schedule provided 4/7/09) We are aware that this request must be scheduled for City Council approval.

We are providing a check in the amount of \$78.00 for the application process.

Sincerely,



Nic Estanislau
G & B Development/Lodi LLC

001015

Date _____

Pay to _____

For _____

\$ _____

G & B Development /Lodi LLC
18032-C Lemon Dr., Suite 407
Yorba Linda, CA 92886

001015

90-4419/1211

Date 2/11/10

Pay To The Order Of

City of Lodi

\$ *78⁰⁰*

Seventy eight & 00/100

Dollars



COMMUNITY BUSINESS BANK

1540 West Kettleman Lane Ste. A Lodi Ca. 95242

Amortization Processing

[Signature]

⑈001015⑈ ⑈121144191⑈ 202002176⑈

WHEN RECORDED, RETURN TO:

City Clerk
City of Lodi
221 West Pine Street
Lodi, CA 95240

FEE PAYMENT AGREEMENT

1222 Pixley Parkway

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City" and G & B DEVELOPMENT CO., LLC, hereinafter referred to as "Owner".

RECITALS:

Owner is the owner of that certain real property situated in the City of Lodi, County of San Joaquin, and described as follows:

APN: 049-270-01

Parcel 1, as shown and delineated on that certain parcel map filed for record December 23, 2004, in book 23 of parcel maps, page 84, San Joaquin County records, Certificate of Correction recorded February 18, 2006 as document No, 2006-036971 of official records.

APN: 049-270-02

Parcel 2, as shown and delineated on that certain parcel map filed for record December 23, 2004, in book 23 of parcel maps, page 84, San Joaquin County records, as amended by a Certificate of Correction recorded February 18, 2006 as instrument No, 2006-036971, official records.

APN: 049-270-07

Parcel one:

Parcel 7, as shown and delineated on that certain parcel map filed for record December 23, 2004, in book 23 of parcel maps, page 84, San Joaquin County Records.

Reserving therefrom as an appurtenance to the grantor's remaining lands, a non-exclusive easement for private roadway and utility purposes and incidentals thereto, over and across that portion of said parcel lying within the 35 foot private roadway and utility easement as shown on said map.

Certificate of Correction for City of Lodi Parcel Map, recorded February 16, 2006, Recorder's Serial No. 2006-036971, San Joaquin Records.

Parcel two:

A Non-Exclusive easement for private roadway and utility purposes and incidentals thereto, over and across those portions or Parcels 5, 6, 8, 9, 10, 11 and 12 of said Parcel Map lying within the 35 foot private roadway and utility easement as shown on said parcel map.

APN: 049-270-08

Parcel one:

Parcel 8, as shown and delineated on that certain Parcel Map filed for record December 23, 2004, in Book 23 of parcel maps, page 84, San Joaquin County Records. As amended by a Certificate of Correction recorded February 18, 2006 as instrument No, 2006-036971, Official Records.

Parcel two:

A non-exclusive easement for Private Roadway and utility purposes and incidentals thereto, over and across those portions of said Parcel 5, 6, 9, 10, 11 and 12 of said Parcel Map lying within the 35 foot private roadway and utility easement as shown on said parcel map.

Parcel three:

A Non-Exclusive easement for private utility purposes. Over and across that portion of Parcel 12 designated as "6' Private Utility Easement", as shown on said parcel map

Owner is desirous of complying with existing City ordinances and policies regarding payment of the Development Impact Mitigation Fees as set forth in Title 13, Chapter 13.12 and Title 15, Chapter 15.64, respectively, of the Lodi Municipal Code. However, Owner has requested payment of the Impact Mitigation Fees in twenty (20) equal semi-annual installments over a ten (10) year period.

Council of the City will approve the payment of fees in twenty (20) equal semi-annual installments on condition that the owner first enter into and execute this agreement with the City.

NOW THEREFORE, in order to insure satisfactory performance by Owner of Owner's obligations under said City Code, the parties agree as follows:

1. Owner agrees to pay Development Impact Mitigation Fees amount TWO HUNDRED FORTY EIGHT THOUSAND SIX HUNDRED TWENTY FIVE AND 52/100 DOLLARS (\$248,625.52) in twenty (20) equal semi-annual payments of THIRTEEN THOUSAND FIVE HUNDRED ONE AND 84/100 DOLLARS (\$13,501.84) at an interest rate of 1.60 percent. The principal amount represents \$248,625.52 for Development Impact Mitigation Fees is shown on the attached Development Impact Mitigation Fee Summary Sheet (Exhibit B).
2. The first payment shall be due no later than January 1, 2011. All subsequent payments are due no later than January 1 and July 1 of each year.
3. Each payment shall be credited first on interest due and the remainder on principal.
3. Upon sale, transfer or any other conveyance of the property, all fees payable under this agreement shall become immediately due and payable. This agreement shall have no right of assignment.
5. If Owner fails to meet any specified payment as set forth in Item #1 above within fifteen (15) days following the due date, the City Manager or the City Council may serve written notice upon Owner for breach of this agreement and the default of Owner.
6. In the event of any such notice of breach, Owner shall have the duty to pay, in full, the balance of the required fees. If the Owner, within five days after the serving of notice, does not give the City written notice of its intention to pay in full the balance of the unpaid development impact mitigation fees and wastewater capacity impact fee, and does not make such payment within five days after its notice to City, this agreement shall be considered void. City shall institute legal proceedings to recover the balance of the unpaid fees and for any excess cost or damage occasioned City thereby.
7. A copy of the Agreement shall be recorded in the office of the San Joaquin County Records, P. O. Box 1968, Stockton, California 95201-1968.

8. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

F. Wally Sandelin
Public Works Director
City of Lodi
P. O. Box 3006
Lodi, CA 95240-1910

Notices required to be given to Owner shall be addressed as follows:

G & B Development Co., LLC
18032-C Lemon Drive
Yorba Linda, CA 92886

IN WITNESS WHEREOF, the parties hereto have set their hands the day, month and year appearing opposite their names.

CITY OF LODI, a Municipal Corporation

Dated: _____ 2010

By: _____
Konradt Bartlam, Interim City Manager

Attest: _____
Randi Johl, City Clerk


G & B DEVELOPMENT CO., LLC

Dated: _____ 2010

Signature

Name: _____

Title: _____

Approved as to form: _____
D. Stephen Schwabauer
City Attorney 

Dated: _____ 2010